The Solicitors' Journal.

LONDON, JULY 29, 1882.

CURRENT TOPICS.

IT IS UNDERSTOOD that Mr. Justice NORTH and Mr. Justice DAY will be the Vacation Judges. The vacation chamber work of the Chancery Division will be transacted in the chambers of Vice-Chancellor HALL.

THE VACATION REGISTRARS in the Chancery Division will be Mr. FARRER and Mr. CARRINGTON.

IT WILL BE SEEN from the list we publish elsewhere that, out of 108 candidates at the last Honours Examination of the Incorporated Law Society, 32 only obtained honorary distinction.

Mr. GLADSTONE inspected the building of the Royal Courts of Justice on Thursday, and expressed his satisfaction with the progress of the works and the effect of the Great Central Hall. There is no longer any doubt that the building will be ready for occupation at the commencement of the Michaelmas Sittings.

AS THE SELF-ACCUSED PERSON who is now under arrest at Caracas on suspicion of being concerned in the Phœnix Park murders had selected for his residence one of the few foreign States with which (so far as we have been able to discover) no extradition treaty exists, it may be well to point out that extradition treaties establish no new principle, but merely define the manner in which a very long-established principle of international law is to be applied. "It is declared by the public jurists," says KENT (2nd ed., p. 113), citing Grotius, b. 2, ch. xxi., ss. 3, 4, 5; Vattel, b. 2, ch. vi., ss. 76, 77, and others, "that every State is bound to deny an asylum to criminals, and, upon application and due examination of the case, to surrender the fugitives to the foreign State where the crime was committed. The language of the authorities is clear and explicit, and the law and usage of nations rest on the plainest principles of justice. It is the duty of the Government to surrender up fugitives upon demand after the civil magistrates shall have ascertained the existence of reasonable grounds for the charge, and sufficient to put the accused upon his trial. The guilty party cannot be tried and punished by any other jurisdiction than the one whose laws have been violated, and, therefore, the duty of surrendering him applies as well to the case of the subjects of the State surrendering as to the case of subjects of the Power demanding the fugitive. The only difficulty, in the absence of positive agreement, consists in drawing the line between the classes of offences to which the usage of nations does, and to which it does not apply, inasmuch as it is understood in practice to apply only to crimes of great atrocity, or deeply affecting the public safety." Upon this point no difficulty is likely to arise in the present case.

THE DISCUSSION on the question of the repairs of milestones has resulted very speedily in legislation on the subject. We fear, however, that our correspondents will not be altogether satisfied with the mode in which the Legislature has dealt with the matter. It is now made legal to keep up milestones on a highway; but we cannot think that the enactment by which this desirable change in the law has been effected is framed in the best possible manner. "The expenses incurred by a highway authority," it is provided by section 6 of the Highway Rate Assessment and Expenditure Act, 1882 (45 & 46 Vict. c. 27), which received the Royal assent on the 12th inst., "in maintaining, replacing, or setting up milestones on any highway, and in fencing by posts or rails or otherwise a highway where such fencing is required for the protection of persons travelling thereon against danger, shall be a lawful charge upon the highway rate." These words leave it optional with the highway authorities whether they shall keep up milestones or not, whereas it would have been better to make it compulsory. They also still lay those authorities open to the risk of a surcharge by the auditor, in the possible event of that official not taking the same view as they do as to the requirement of the posts and rails. And last, though not least, inasmuch as the statute is in no case retrospective, they have failed to obviate the necessity of each past expenditure on milestones being disallowed by the auditor, of each disallowance being appealed against to the Local Government Board, and of each appeal being (we presume) followed by a direction from that Board, under the Poor Law Audit Act, 1848 (11 & 12 Vict. c. 91), s. 4, "that the same shall be remitted, upon payment of the costs, if any, which may have been incurred by the auditor in the enforcing of such disallowance."

THE ROYAL COMMISSION upon Agriculture has reported in favour of the extension of rating to personal property, and the recommendation appears likely to find considerable favour. The statute and case law on the subject is not a little curious. The Act of Elizabeth (43 Eliz. c. 2) provides for raising the rate "by taxation of every inhabitant, parson, vicar, and other, and of every occupier of lands, houses," &c., in a parish. There are clearly two classes rateable under this statute: first, inhabitants, and, secondly, occupiers of lands; and, independently of authority, it would seem that it was intended to tax all personal property of the inhabitant, as well as all real property of the occupier, and that more detailed language was not employed because personal property was in general of so inconsiderable an amount, in comparison with real property, as hardly to be worth consideration. But it was held, early in the seventeenth century, in *Sir Anthony Earby's case* (2 Bulstr. 354), that a man ought not to be rated in a parish by reason of any property he had out of it, and this view of the statute was confirmed in *R.* v. *White* (4 T. R. 776), in which the court held that the property, to be rateable, must be visible, and that, therefore, money was not rateable; but partly based its decision on the ground of the inconvenience or impropriety of inquiring into the amount of a man's property, or "opening his bureau to see what he had got there." For a long time, however, stock-in-trade was rateable, although, in *Reg.* v. *Lumsdaine* (10 Ad. & E. 157) and *Reg.* v. *Capel* (12 Ad. & E. 382), it was, without effect, contended that the Parochial Assessment Act of 1836 (6 & 7 Will. 4, c. 96) had the effect of exempting it. These cases led to the passing, in 1840, of 3 & 4 Vict. c. 89, which, reciting that it was expedient to repeal the liability of "inhabitants as such" to be taxed, enacts that "it shall not be lawful for the overseers of any parish . . . to tax any inhabitant thereof as such inhabitant, in respect of his ability derived from the profits of stock-in-trade, or any other property, for or towards the relief of the poor." The Act, however, is temporary only, its first period of life having been till December 31, 1841, and has depended for its continuance upon "Expiring Laws Continuance Acts," by the last of which (44 & 45 Vict. c. 70) it now stands limited to expire on the 31st of December of the present year. A mere omission of the Act from the forthcoming "Continuance Act" of the present session might, perhaps, have the effect of re-opening the questions raised in *Sir Anthony Earby's case* and *R.* v. *White*.

THE QUESTION we discussed a few weeks ago (*ante*, p. 478), as to adjudicating bankrupts as traders persons who have carried on business, but ceased to trade, has, in a recent case of *Ex parte Salaman*, reported last week (*ante*, p. 600), been again before the Court of Appeal upon two further points raised in that case. The first point decided extends somewhat the previous decisions in *Ex parte Schomberg* (23 W. R. 204, L. R. 10 Ch. 172) and *Ex parte McGeorge* (*ante*, p. 478), and it is now expressly laid down that the *onus* lies upon the petitioning creditor to prove that the debtor is a trader at the time of his committing the act of bankruptcy alleged in the petition. It was contended that, the debtor having once been a trader, it was sufficient for the petitioning creditor to prove that fact; and that the *onus* then lay upon the debtor to prove that he had ceased to trade; but the Court of Appeal declined to accede to that contention. We notice with some satisfaction that, on the other point raised, the court displayed a disposition rather to limit than to extend the application of the cases referred to. The point was whether a debtor who had ceased to carry on trade, but with the intention of resuming it again, could be adjudicated bankrupt as a trader, and the court held that he could, and that it was a question of intention, to be decided on the evidence, whether the debtor had discontinued his trade permanently, or whether he had only temporarily ceased to carry it on with the intention of resuming it. In the latter case he is still a trader within the Act. It is not stated how long the temporary cessation may be intended to last, but the judgment of Lord ELDON in *Ex parte Paterson* (1 Ro. 405) was quoted by the Master of the Rolls as being still applicable. Lord ELDON in that case said: "That the bankrupt has ceased to be a trader does not depend upon the fact whether or not you can find any specific acts of trading; but whether or not, in point of intention, he had ceased to be a trader. It is a question for a jury whether there was an entire cessation of trading, or merely an interruption, with an intention of resuming it when opportunity should offer." But our satisfaction upon this point is considerably marred by the reflection that it will be anything but an easy task for a petitioning creditor to prove that such an intention to resume trade exists in the mind of the debtor. And, further, suppose the debtor admitted his intention to recommence trade as soon as he had settled with his creditors or got his discharge in bankruptcy, but not before, would that constitute him still a trader within the decision? We should, though with much hesitation, say not. Again, if the facts should be that the debtor was giving up business for the purpose of undertaking some special employment, or of going abroad for some months, but on his completing that engagement, or returning to this country, he would, if an opportunity offered itself, resume his former or some other kind of trade, would he, after he had given up his business, be a trader within the Act? We have still greater doubt in such a case, and all that is clear to us is, that it will require some further decision to set our doubts at rest.

AN IMPORTANT QUESTION upon the application of section 19 of the Judicature Act, 1873 (which gives a general right of appeal from the High Court "subject" as therein mentioned), to cases arising out of the Extradition Act, arose in the recent case of *Reg.* v. *Weil* (*ante*, p. 597). The prisoner, who had been arrested for an alleged extradition crime, appealed to the Court of Appeal from the refusal of a divisional court to grant him a writ of *habeas corpus*, it being enacted by the Extradition Act, 1870 (33 & 34 Vict. c. 52), that "if the police magistrate commits a fugitive criminal to prison, he shall inform such criminal that he will not be surrendered until after the expiration of fifteen days, and that he has a right to apply for a writ of *habeas corpus*." The court dismissed the appeal on the ground that, assuming there was jurisdiction, the facts showed no ground for the exercise of it, but thought that, "having regard to section 19 of the Judicature Act, 1873, and other provisions of the Act, it was a serious question whether the court had jurisdiction to entertain an appeal in such a case," but they declined to express an opinion one way or the other on the question. Inasmuch as in *Dale's case* (L. R. 6 Q. B. D. 376) the court entertained an appeal from the grant of a *habeas corpus*, it becomes also of consequence to inquire whether there is any difference between a case arising out of the Extradition Act and a case arising out of the exercise of a coercive ecclesiastical jurisdiction. It is perfectly clear from *Walsall Overseers* v. *London and North-Western Railway* (L. R. 4 App. Cas., at p. 43), and other cases (as, indeed, it would be clear independently of any such high authority), that section 19 of the Act of 1873 gives an appeal in every case, except where an express statutory exception can be found, but section 47 distinctly says that no appeal "shall lie from any judgment of the High Court in any criminal cause or matter," so that the question is narrowed down to the consideration whether proceedings in *habeas corpus* are proceedings in a criminal cause or matter. Some light may be thrown upon this question by a reference to 56 Geo. 3, c. 100, which allows the writ to be issued in vacation time, "where any person shall be confined or restrained of his liberty otherwise than for some criminal or supposed criminal matter." This shows, as, indeed, was held in *Ex parte Lees* (E. B. & E. 828), and affirmed over and over again in the *Tichborne case*, that in matters purely criminal—*i.e.*, where the party is in execution on a criminal charge after judgment on an indictment—the writ is not grantable, and also points the distinction between committal for crime and committal for contempt of court; wherefore we think that the appeal in *Dale's case* was rightly entertained. But a more difficult question arises in connection with cases arising out of the Extradition Act. An extradition crime is clearly a crime, and there is clearly a criminal cause or matter before the police magistrate when he entertains an extradition case. But the cause itself is intended to be proceeded with, not in this country, but in the country to which the prisoner is to be sent under the extradition warrant. Does the exception in section 47 apply to such a case? On the whole, we are inclined to think it does. By section 10 of the Extradition Act the party accused is subjected to the rules of our criminal law as far as the preliminary investigation is concerned, and, as we think, sufficiently far to give rise to a criminal cause or matter in England within section 47. Moreover, if this be not sufficient, the case of *In re Goodman* (L. R. 17 Ch. D. 266), in which the Statute of Distributions was held to have an international application, seems to show that our courts are more disposed to extend English statutes to foreign spheres of application than to limit them to this country. On the other hand, it is hard that the Judicature Act, which seems to have the effect of depriving an unsuccessful applicant for *habeas corpus* of his right (see *Reg.* v. *Baines*, 12 A. & E. 232, 1 Cr. & Ph. 31) of applying from one court to another, should not at the same time confer a right of appeal.

SOME DISCUSSION has arisen amongst members of the profession as to the probable effect of clause 8 of the new Bills of Sale Bill—if it should pass into law—which says that "every bill of sale shall be registered within seven clear days after the execution thereof, . . . otherwise such bill of sale shall be void in respect of the chattels comprised therein." As regards bills of sale executed after the commencement of the new Bill, this clause clearly renders all such, if not registered, void for all purposes whatsoever, thereby annulling the law as laid down in *Davis* v. *Goodman* (L.R. 5 C.P.D. 128). But as regards unregistered bills of sale executed before that date, the effect of the clause is not so obvious, when we take into consideration clause 3 of the same Bill. Clause 3 says, "This Act shall, so far as is consistent with the tenor thereof, be construed as one with the principal (1878) Act, but, unless the context otherwise requires, shall not apply to any bill of sale duly registered before the commencement of this Act, so long as the registration thereof is not avoided by non-renewal or otherwise." Why, one is naturally led to ask, does this clause specially exempt registered bills of sale from the operation of the new Bill, unless it means that unregistered bills of sale are not to be exempt from its operation? But, if not exempt from its operation, it is evident that such bills of sale must, on the commencement of the new Bill, be void under section 8, already quoted. In spite, however, of the very careful exclusion of "duly registered" bills of sale from the operation of the new Bill, the better opinion seems to be that clause 3 excludes *all* bills of sale executed previous to the commencement of the new Bill from its operation, and that the clause must be read as if it ran, "But, unless the context otherwise requires, shall not apply to any bill of sale executed before the commencement of this

Act"—the remainder of the clause touching the renewal of registration being unnecessary, as this is provided for under the 1878 Act. All one can say is, that if, on the one hand, the framers of the new Bill intended that unregistered bills of sale executed before its commencement should come under its operation, they should have distinctly said so, and if, on the other hand, they intended them to be subject to the old law, this clause should have been drafted as we have suggested. As it stands it is difficult to say what good purpose can be served by such an elaborately-drawn distinction without any real difference, unless it be considered a desirable thing to create confusion in the minds of those who have to do with bills of sale.

IT HAS BEEN STATED that the first person arrested in Ireland under the Prevention of Crime Act for an offence alleged to have been committed in a proclaimed district was promptly discharged upon the representation of his solicitor that the proclamation proclaiming the district had not been "stuck up" as required by the proclamation. The discharge of the prisoner may have been both proper and prudent, but we fail to see how it was authorized by law. The 23rd section of the Act prescribes that "the Lord-Lieutenant . . . may, . . . by proclamation, declare the provisions of this Act, which relate to proclaimed districts, or any of those provisions, to be in force within any specified part of Ireland, as from the date of the proclamation, or any later date, . . . and the provisions of this Act which are mentioned in the proclamation shall, after the said date, be in force within such specified part of Ireland, and that part of Ireland shall be a proclaimed district within the meaning of the provisions so mentioned." "The proclamation," it is added, "shall provide for the manner of the promulgation thereof." If there had been nothing more than this, it might have been doubtful whether a proclamation could be in force without being "promulgated." But section 24 prescribes that "every proclamation shall be published in the *Dublin Gazette*, and that the production of a printed copy of the *Dublin Gazette* . . . containing the publication of any proclamation . . . shall be conclusive evidence of the contents of such publication, . . . and, in the case of a proclamation, that the district specified in such proclamation is a proclaimed district, . . . and that the said proclamation has been duly promulgated." Either in the event of the proclamation failing to direct any particular promulgation, or in the event of the directions of the proclamation not being complied with, it seems perfectly clear that the publication of the proclamation in the *Dublin Gazette* affects all her Majesty's subjects with constructive notice of the contents. The provision that the proclamation shall provide for the manner of promulgation is "directory" only, and appears to have been inserted for the purpose of giving more abundant warning. But it would have been better if the statute itself had directed a particular manner of promulgation.

A CURIOUS CASE of perjury has just been tried at the Dorset Summer Assizes. Judgment was recovered by one DRAKE against one WALTER MULLETT, a small farmer, in the autumn of last year, and upon execution being levied upon the goods and stock on WALTER MULLETT'S farm, his son, HENRY WILLIAM MULLETT, claimed them as his, and the sheriff interpleading, the trial of this issue came on before Lord COLERIDGE at the Dorset Winter Assizes. In support of H. W. MULLET'S claim to the goods and stock, and as tending to show that the goods and stock belonged to him, HENRY BOWDITCH, the landlord, a cousin of the MULLETTS', was called to prove that the farm was let to H. W. MULLETT, and not to WALTER MULLETT. In the course of his examination three half-yearly receipts for rent were put into the hands of HENRY BOWDITCH, made out to H. W. MULLETT, and signed by the witness; and in cross-examination, after being cautioned, he swore that the three receipts in question had been signed by him on the days on which they respectively bore date. A clerk from the Post Office was then called for the execution creditor, who proved that the receipt-stamps (the new postal and inland revenue stamps) upon the three receipts, which respectively bore date April and December, 1880, and May, 1881, were not issued by the Post Office before July, 1881. Upon this HENRY BOWDITCH was committed to take his trial at the Summer Assizes for perjury. Counsel for the defence urged that the evidence in question was not material to the issue; that whether the stock on the farm belonged to WALTER MULLETT or H. W. MULLETT did not necessarily depend upon who was tenant of the farm, for in numbers of instances rent was paid by the person who did not own the property on the premises. Lord Justice LINDLEY, before whom the case was tried, brushed these objections aside, and the prisoner was convicted, and sentenced to four months' imprisonment.

A PARAGRAPH, ending as follows, has appeared in many of the papers concerning the tragedies at Manchester:—"The jury found that Newby murdered the girl, and in his case they returned a verdict of *felo-de-se*. His body is to be buried in the usual way at midnight by the police." It seems to have escaped the notice of the authorities—if this account is correct—that on the 3rd of July a new Act came into operation (45 & 46 Vict. c. 19), which says, section 3, that "such coroner or other officer shall give directions for the interment of the remains of such *felo-de-se* in the churchyard or other burial-ground of the parish or place in which the remains of such person might be interred, if the verdict of *felo-de-se* had not been found against such person." Burial in the public highway, and the thrusting of a stake through the body, is declared to be no longer legal, but the use of any religious rites or ceremonies is not authorized.

LIABILITY OF TRUSTEE FOR FAILURE OF STOCKBROKER.

A CASE recently decided by Vice-Chancellor Bacon caused a panic among business men when it was shortly reported in the newspapers. The learned judge, it was thought, had dealt out very hard measure to a trustee who had acted with regard to the trust funds as any ordinarily prudent man would have acted with regard to his own money. The Stock Exchange was greatly excited, because the decision was thought to render it unsafe for trustees to remit trust funds to brokers in payment for purchases of stocks made by them. These exaggerated apprehensions will probably be removed by a perusal of the report of the case (*In re Speight*) which appeared in last week's issue of the WEEKLY REPORTER (p. 785), but there is a good deal of serious warning to trustees in the decision.

Some of the misapprehension which has resulted may, perhaps, be due to the lack of clear explanation by the Vice-Chancellor of the principle on which his decision was based. That principle is one of the most firmly established in the whole law of trusts. It is that a trustee must not transfer to another the confidence which is vested in him. Except in case of necessity he must not place the trust property under the control of another person. This was well stated by Lord Cottenham, with reference to an executor, in the case of *Clough* v. *Bond* (3 My. & Cr. 496). He said:—"Although a personal representative, acting strictly within the line of his duty, and exercising reasonable care and diligence, will not be responsible for the failure or depreciation of the fund in which any part of the estate may be invested, or for the insolvency or misconduct of any person who may have possessed it, yet, if that line of duty be not strictly pursued, and any part of the property be invested by such personal representative in funds or upon securities not authorized, *or be put within the control of persons who ought not to be intrusted with it*, and a loss be thereby eventually sustained, such personal representative will be liable to make it good, however unexpected the result, however little likely to arise from the course adopted, and however free such conduct may have been from any improper motive." And after referring to the case of unauthorized securities, Lord Cottenham added, "So, when the loss arises from the dishonesty or failure of any one to whom the possession of part of the estate has been intrusted, necessity, which includes the regular course of business in administering the property, will in equity exonerate

the personal representative. But if, without such necessity, he be instrumental in giving to the person failing possession of any part of the property, he will be liable." By "necessity" in this passage Lord Cottenham must be taken to mean what Lord Hardwicke called "moral necessity," and which he thus defined: "Moral necessity is from the usage of mankind; if a trustee acts as prudently for the trust as he would have done for himself, and according to the usage of business, . . . the trustee is not answerable. So in the employment of stewards and agents. For none of these cases are on account of necessity, but because the persons acted in the usual method of business, (*Ex parte Belchier*, Ambl. 219).

In the last-mentioned case it was held that, if a trustee, acting in the usual method of business, employs a broker, in good credit at the time, to sell a portion of the trust estate, and the broker fails while the produce of the estate is in his hands, the loss will fall on the trust estate. In like manner, there can be no doubt, upon the principles above laid down, that a trustee employing a broker to purchase in the market stocks usually dealt with through brokers, and remitting to the broker trust money, will not, in the absence of any circumstances showing negligence in the trustee, be responsible for the failure of the broker. But if the trustee omits to take proper precautions for the safety of the trust property—as, for instance, if having employed the broker to invest the trust money in Exchequer bills, he leaves them *undistinguished* in the hands of the broker, who misapplies them—the trustee will be personally liable (*Matthews* v. *Brise*, 6 Beav. 239).

These being well-settled principles, let us now consider how they were applied in the recent case. The facts were these:—A trustee, having power to invest in the securities of any corporation, resolved to invest £15,000 of the trust funds on the security of the loans or debenture stock of the Leeds, Stockton, and Huddersfield Corporations. Now, the money might have been lent to the corporations, or the debenture stock might have been purchased from them, directly without the intervention of a broker. It was not denied that the trustee, who lived in the neighbourhood, was acquainted with the circumstances connected with these corporation securities. The trustee, however, instructed a broker in good repute to effect the investment. This broker, a few days afterwards, presented to the trustee a bought-note purporting to be a contract for the purchase of three several sums respectively of Leeds, Huddersfield, and Stockton Corporation Debenture Stock. This document was irregular in many ways; no account day was fixed; no commission was charged (which showed that the contract had been entered into, not in the market, but with the corporations themselves, who, in such cases, paid the commission themselves); and there were no such securities as Huddersfield Debenture Stock. The trustee, however, on the same day, gave the broker cheques *payable to him* for the £15,000 odd stated in the bought-note as being the sum due. This was on the 24th of February, but the trustee did not get any debenture or other security or any receipt in return for his money. He often asked the broker for such security, but was put off by various excuses until the 28th of March, when the broker filed a liquidation petition and then absconded. No part of the £15,000 was ever recovered. Under these circumstances Vice-Chancellor Bacon held that the trustee was personally responsible for the £15,000.

Now, looking at these facts in relation to the principles above cited, what do we find? Why, first of all, that there was no absolute necessity for the trustee to employ a stockbroker to effect the investment. The trustee, who lived in the neighbourhood of the borrowing corporations, must have known, or, if he did not know, could have ascertained on inquiring of the town clerks, that the securities would be issued by the corporations directly. Secondly, even if the broker were employed, there was no necessity to make the cheques payable to him. The bought-note clearly showed that the contract was with the corporations themselves, and that the money was to go to the corporations, and any prudent business man would have drawn cheques payable to the officers of the corporations, and not to the broker. Thirdly, instead of ascertaining that the money had reached the corporations and insisting on having given to him at once corporation securities, the trustee allowed himself to be deluded for over a month with various excuses by the broker. This was certainly not such a course as a prudent man would have pursued with reference to his own affairs.

There was, as we have said, no absolute necessity for the trustee to employ the broker or to place under his control the trust money; was there, then, any "moral necessity" to use Lord Hardwicke's term? That seems to depend upon whether it is the usage of mankind or the regular course of business for persons to employ brokers to invest money in corporation securities; or, having employed them and received from them a bought-note, clearly showing that the securities have not been purchased in the market, but obtained from the corporations themselves—whether it is the usage of mankind and the regular course of business to draw a cheque for the amount to be invested payable to the broker. Practically these country corporation securities are, probably, of too recent origin for any general course of business or usage to have become established. It appears, however, that in the recent case two stockbrokers of great eminence were called who said, "It is the custom when we buy for clients to take a cheque in order that we may pay the vendor of the stock"—that is to say, it was apparently attempted to set up a custom that a man who employs a broker and takes from him a bought-note must always, under all circumstances, pay the broker. This Vice-Chancellor Bacon described as an unlawful custom, and it certainly is far too sweeping and too serious in its consequences to be admitted as an excuse for a trustee on Lord Hardwicke's ground of "moral necessity." One would have thought that the proper course for the trustee in the recent case would have been to call a number of stockbrokers in the neighbourhood of the towns in whose corporation securities the investment was intended to be made, to testify that they were in the constant habit of negotiating such investments for business men, and always received payment in cheques payable to them. This would have come much nearer to that usage of mankind, or regular course of business, which has been admitted as an excuse for trustees. The fact that no such limited practice seems to have been set up may, probably, be accepted as showing that it did not exist.

The most important question is, What are the practical consequences of the recent decision to trustees? There are, we believe, many classes of securities constantly bought through brokers which need not, strictly speaking, be bought through them. Investments in London and North-Western Railway Debenture Stock, for instance, if we are not mistaken, can, or could some time ago, be effected through the secretary of the company, and probably our readers will be able to suggest numerous other important classes of securities to which the same observation applies. Is it meant that in all these cases trustees are not justified in employing a broker and will be responsible for his failure if they employ him? We apprehend that the utmost extent of the decision is this:—If the bought-note is not in regular form, and shows on the face of it that the broker has not purchased in the market, but that the money is to go to the body issuing the security, the trustee's cheque must be made payable to that body, and not to the broker. If the bought-note is in the regular form, and does not, on the face of it, contain anything to show that the security has not been bought in the market, the trustee will be safe in making his cheque payable to the broker.

The President and Council of the Incorporated Law Society dined with the Lord Mayor at the Mansion House on Thursday evening.

On the vote in the House of Commons, on the 24th inst., to complete the sum of £117,200 for the new Courts of Justice, Sir R. Cross inquired when it was proposed that the new courts should be opened. Mr. Shaw-Lefevre said some delay had been caused by the death of Mr. Street, the architect. He hoped, however, that the building would be thoroughly completed and that the judges would be able to enter upon their duties in it on the first day of term after the long vacation. Mr. Sclater-Booth hoped the right hon. gentleman would be able to give some assurance to the committee that the present law courts in Westminster Hall would be pulled down. Mr. Shaw-Lefevre had not yet consulted the Government on this matter, but hoped that the course indicated by his right hon. friend would be pursued. There was a certain obligation to the public that the old courts should be pulled down so that the exterior of Westminster Hall might be seen. What the general effect would be was at present a matter of doubt. He believed Sir Charles Barry was of opinion that the general architectural effect would not be altogether satisfactory, and that he had contemplated another wing of the Houses of Parliament, but, in regard to this, no decision had been arrived at.

THE LAW OF DISTRESS.

THE report of the Select Committee of the House of Commons appointed to consider the law of distress, which we were enabled to print last week, bears out, to a considerable extent, the views which have often been set forth in these columns. The practical question at present is not whether the landlord's right of distress should be swept away, but whether it should not, on the one hand, be restricted and made less oppressive to the tenant, and, on the other hand, be made simpler, safer, and more speedy for the landlord. The arguments for and against the existence of the right are very ably stated in the report, and the committee come to the conclusion that "a period of commercial and agricultural depression would be very inopportune for the abolition of the right, which would of necessity impair the existing system of credit given by the landlord to the tenant, and cause serious inconvenience. . . . Upon a careful review of the evidence placed before them, your committee are of opinion that a law of distress should be retained. The evidence seems to them to favour modification rather than abolition of the law." We have never hesitated to express our opinion that the grievances alleged in connection with the *principle* of the law of distress have been grossly exaggerated, and that the only result of the abolition of the law would be to substitute for the landlord's right of distress a system by which either personal security for the rent would have to be given, or rent would have to be paid in advance, or an express power of distress would be inserted in every lease. It is impossible to see how the tenant would be a gainer by the change.

At the same time, we have always strenuously advocated the amendment of the law. As it stands at present, a distress is an arbitrary and oppressive process, full of danger and prospect of litigation to the landlord who employs it. Hardly any step can be safely taken in it without a knowledge of the law which no one but a lawyer is likely to possess, yet the landlord has to trust to the execution of the process by an auctioneer, whose first step is to procure the execution of a document, making the landlord liable for his irregularities. We believe we are not exaggerating when we say that there are comparatively few distresses levied in which some opening might not be found for litigation on the part of an exasperated tenant. On the other hand, the law, as it stands, affords very insufficient protection to the interests of the tenant. The appraisement of the goods is made by men who are allowed to purchase them at the appraised value, and have, therefore, every inducement afforded to undervalue them. The solitary security of the appraiser's oath was removed by a clause in the Parish Constables Act, 1872 (35 & 36 Vict. c. 92), s. 13. The appraised value is presumed to be the criterion as to whether the goods have been sold at the "best price," as required by the 2 Will. & M., sess. 1, c. 5, s. 2; hence the tenant has little security that the sale will be fairly made. And as no scale of charges is specified for distresses for rent above £20, notwithstanding the rule which has been laid down that such charges must be reasonable, exorbitant charges are constantly made; and, moreover, the tenant who wishes to tender the rent and costs is unable to ascertain what amount he ought to tender for costs.

The committee recognize many of these evils, but fail to specify in detail the remedies for some of them. They say that the consolidation of the numerous and complicated statutes relating to the law of distress is a matter for the consideration of experienced lawyers rather than for the decision of the committee. "This question is one of importance, and if the law of distress should be maintained, it should not be forgotten," and they add that, "Most of the witnesses who expressed themselves in favour of a retention of the law, at the same time advocated considerable modifications in its provisions. Those who desired the total abolition of the law were of opinion that cheaper and more speedy means of re-entry, in the event of non-payment of rent, must be given to the landlord." The committee may well be excused from attempting to explain in detail how the process should be simplified and amended, but they might have indicated the general lines on which the change should be effected. They omit to draw attention definitely to the true remedy for most of the evils attending distresses—namely, to take the process altogether out of the hands of the landlord, and to give it to an official who should be responsible for its proper conduct. They suggest, indeed, that the bailiffs should be approved by the county court judge of the district in which they act, and be subject to removal by him for extortion or misconduct, but this would obviously be insufficient. The whole process should be put on the footing of an execution, and be carried out by the officers of the law and not by the agent of the landlord.

With regard to the costs of distress, the committee make the useful suggestion that in cases above the limit fixed by the Act they should be subject to taxation by the registrar of the county court. We think there can be little dispute as to the advisability of this change, or as to the further suggestion that the limits of £20 distress, regulated by the Act of 1817 (57 Geo. 3, c. 93), be raised to £50, and that the allowance in the schedule of that Act for a man in possession be raised from 2s. 6d. to not exceeding 5s. a-day.

The proposal to restrict the right of distress to one year's rent, and that the right should be exercised within six months after such year's rent has become due, is also, we think, reasonable. It is certainly unfair to other creditors that the landlord should be allowed to sleep upon his remedy until six years' arrears have become due, and it is anomalous that the restriction to one year's rent in favour of the other creditors of the tenant should only exist in case of the bankruptcy of the tenant.

The committee propose to extend the principle of the Lodgers' Goods Protection Act to agisted stock, machinery not the property of the tenant [such machinery is constantly now-a-days borrowed on the hire system], and animals, not the property of the tenant, temporarily upon the holding for breeding purposes. To this we can see no reasonable objection, except that it will render it necessary for landlords of grazing farms to stipulate in their leases or agreements that not more than a certain number of animals shall be taken by the tenant to agist; otherwise, it is obvious that the landlord might at certain seasons be altogether deprived of his remedy by distress.

Lastly, the committee propose that the time a bailiff may remain in possession under a distress may, at the request of the tenant, and on his giving security for the costs, be increased from five to fifteen days, and that, in such case, no sale shall take place sooner, except at the request or with the consent of the tenant; also, that at the desire of the landlord, or of the tenant, the goods of the tenant may be removed for sale to public auction-rooms or some other fit place. The first proposal merely represents the frequent practice under which the landlord obtains a written consent by the tenant for his remaining on the premises for a longer time. The period of five days is far too short for proper advertisements of the sale, and for proper arrangements to be made, yet if the landlord does not sell or remove the goods within a reasonable time after the five days, he is liable to an action of trespass by the tenant. The suggestion as to removal of the goods for the purpose of sale will need careful consideration if ever a Bill is drafted to carry out the recommendations of the committee.

According to *Kemp's Mercantile Gazette* the number of bills of sale published in England and Wales for the week ending July 22, was 312. The number in the corresponding week of last year was 938, showing a decrease of 126, being a net decrease in 1882, to date, of 969. The number published in Ireland for the same week was 26. The number in the corresponding week of last year was 23, showing an increase of 3, being a net decrease in 1882, to date, of 240.

At the Nottingham Congress of the Social Science Association, to be held on September 20—27, the following are the special questions as to Jurisprudence and the Amendment of the Law:—International and Municipal Law Section.—1. Is it expedient to make the devolution of real property in cases of intestacy follow that of personalty? 2. Is it desirable to abolish trial by jury, and, if so, in what cases? And where trial by jury is retained, is it expedient to require an unanimous verdict? 3. Is it desirable to extend, and, if so, how far, the civil jurisdiction of local courts? Repression of Crime Section.—1. Is it desirable that defendants in criminal cases should be competent to give evidence, and is it desirable that their husbands and their wives should be both competent and compellable to give evidence? 2. Is it desirable that fines should be allowed after a certain number of convictions for drunkenness within a certain period; or that a month should remain as the maximum imprisonment? 3. How may the efficiency of prisoners' aid societies be best promoted?

CORRESPONDENCE.

COMMISSIONERS TO ADMINISTER OATHS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—As an old master extraordinary in chancery, and commissioner for taking affidavits in the Court of Queen's Bench, &c., I am appointed for "so long as it shall please us," which is practically for my life, and authorizes me to take affidavits upon which perjury might be assigned, without regard to my being in practice, or to my occupation; for instance, were I to go into another profession, or enter into trade, I may still, I take it, lawfully administer oaths until my appointments are specially revoked.

By the Judicature Act, 1873, commissioners to take oaths or affidavits in the Supreme Court are now appointed by the Lord Chancellor, and the form of appointment used appoints "A. B., of ——, being a practising solicitor, to be a commissioner to administer oaths in the Supreme Court of Judicature in England *so long as he shall continue to practise as a solicitor.*" The validity of the oath and the consequent result of a prosecution for perjury in respect of an affidavit sworn before a commissioner appointed under the Judicature Acts, appears to me, so far, to depend upon whether or not the commissioner, before whom such affidavit is sworn, was at the time "practising as a solicitor."

How is this fact to be ascertained? in other words, when does a solicitor cease to "practise" as such? Does it depend on his keeping an office or clerk, or painting up his name, or taking out his annual certificate, or what? Not altogether the latter I take it, for a solicitor may surely advise and do many other matters without a certificate, though he may not be able to sue for costs, and, perhaps, may be liable to penalties, but still may he not "practise," and lawfully administer an oath or take a declaration (not charging for it), though uncertificated at the time?

It seems to me that were solicitors appointed commissioners whilst practising as such, *and whilst having a certificate*, it would remove all difficulty, as the fact of a solicitor having a certificate at the date of swearing an affidavit, &c., could always be ascertained by reference to the register kept by the Incorporated Law Society in its official character of registrar of solicitors' certificates. Many solicitors of respectability omit annually to renew their certificates within the proper legal time; is, therefore, an affidavit sworn before such an one during the week or month, perhaps, whilst he has let his certificate lapse, invalid?

Bristol, July 26. JOHN MILLER.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I am glad to find by the copy of counsel's opinion appearing in your last issue that he entirely concurs in my view that the limitations in the old commissions are now "swept away by the Act" (the Judicature Act, 1873). If it were otherwise it would be impossible to estimate the vast amount of mischief already caused, and the inconvenience which would arise in future, to say nothing about the anomaly of recently appointed commissioners enjoying greater privileges than the old commissioners.

As regards "the express official prohibition as to taking affidavits within the precincts of the offices of the court," I venture, with great deference, to submit that no official, even of the highest standing, can prohibit what an Act of Parliament sanctions.

I regret to differ from you, Sir, as to the meaning of the words "place of business" (although in the view taken by the learned counsel and myself this point is immaterial), for I consider the solicitors' waiting room in the Royal Courts of Justice is as much his place of business as the Corn Exchange or Stock Exchange is that of the corn miller or farmer and stockbroker respectively. As to the exception ("other than the Bankruptcy Court") mentioned by Mr. Wright in his opinion, I would, for the information of your readers, draw attention to the Bankruptcy Rules of Procedure, 1869. Rule 157 provides that "any affidavit used in any matter of bankruptcy may be sworn as follows":—"(1) . . . or before a person authorized to administer oaths in any of the superior courts of law or equity." G. B.

Bedford-row, July 27.

THE CONVEYANCING ACT—"ARE LEASEHOLDS WITHIN SECTION 18?"

[*To the Editor of the Solicitors' Journal.*]

Sir,—You contrive to extract encouragement from the recent decision of the Court of Appeal in *In re Hall Dare's Contract*—although the Master of the Rolls characterized section 70 as "a very plain enactment"—to continue a line of criticism upon the new Act, too often, in my humble opinion, hardly distinguishable from "mere hair-splitting," although you are careful to explain that it is not that. What shall we say, for example, about your observation last week in reference to a form of assignment of leaseholds in "Prideaux" containing an express power of sale and leasing, and to a foot-note which runs, "As this power of sale *and leasing* is somewhat special, it is retained *instead of relying on the statutory power*"? Upon that you remark, "We do not pretend to be quite sure that any opinion about the power of *leasing* has been expressed." But this by the way— I only mention it as a sample of an "exegetical method" which puzzles over verbal niceties, while ordinary people, concerned about substance rather than symbol, accept the language if practically clear and workable.

Your latest perplexity is to know how leaseholds for years can be shown to be within section 18, so as to confer on mortgagors and mortgagees of leaseholds the statutory powers of leasing. Does "land," you ask, in the light of the interpretation clause (which says it includes "land of any tenure and tenements and hereditaments"), include a term of years? That is, does "land of any tenure" include a term of years? Well, that seems very much like asking whether there is such a thing as leasehold land. Davidson and other authorities have familiarized us with the expression "leasehold hereditaments," and the definition of a lease for years as a contract for possession of hereditaments and for a recompense, &c. (Bac. Abr. tit. "Leases"), seems to describe a holding or tenure. But let us turn to the Conveyancing Act, and there we find that it speaks of "freehold land"; "leasehold land"; "land *held* by lease" (section 3, sub-section 4); "land *not* of inheritance" (section 58, sub-section 2); "land comprised in a term of years" (section 65, sub-section 2); "land *held* for the residue of a term" (section 65, sub-section 5); "land subject to any incumbrance" (section 5) [and "incumbrance" includes "a mortgage in fee *or for a less estate*"]; and, in this very section 18, "a mortgagor of land, as against every *incumbrancer*"; "the term whether subject to any incumbrance or not" (section 65, sub-section 2); and the list might easily be extended.

It will hardly be denied that land of leasehold tenure is referred to in some of these passages; it is difficult to see, therefore, how the definition "lands of any tenure" can exclude it. Again, I submit that the expression "*mortgagor* of land," taken to the interpretation clause, is seen to include leasehold land, because of the meanings there given to "mortgage" and "property." And if "mortgagor *of land*" in section 18 does not include leasehold land, then "conveyance *of land*" in section 6 ("General Words") does not include leasehold land, which is absurd.

July 19. H.

[We may, probably, safely leave our correspondent's preliminary remarks upon our tendency to hair-splitting to take care of themselves. With regard to the rest of his observations we reply that:—

1. The phrase "leasehold land," when it is used to denote the *quantum* of the interest, is, in our opinion, a very loose and inaccurate sort of language; but we understand what it means. The Act sometimes says "leasehold land" when it means "leasehold land"; therefore (argues our correspondent), it probably means "leasehold land" when it says something else.

2. The Act has lumped together a most extensive definition of land, containing among its heterogeneous components several things (corrodies and personal annuities, for instance) which need perpetual exclusion by a "contrary intention." We have a right to expect that such a definition shall, at all events, not lack anything needful. Moreover, since the Act frequently declines to rely upon its definition, by substituting special phraseology in numerous places, we have a right to expect that, in the few places where it does use the phrase "land," it shall use the phrase in its own elaborately prescribed sense.

3. It might easily be denied that "land of leasehold tenure" is referred to in the passages cited by our correspondent, for the simple reason that no such *tenure* was ever known to the English law. The rest of our correspondent's remarks exhibit, in great perfection, those qualities which characterize the style of the Act itself. How does a meaning assigned to *mortgage* and *property*, or to *incumbrances*, fix the meaning to be given to *mortgagor of land*? Would it not, at all events, have been much better if the latter phrase's meaning had been fixed by the meaning assigned to its *own* words? And if what the Act says in section 6 "is absurd," that is really no business of ours.—ED. *S. J.*]

Hon. Stephen Longfellow, of Maine, says the *Central Law Journal*, when any objection or qualification was made by the court to a point he was pressing upon its attention, being too courteous to question or oppose the judge, would escape by this formula, "But there is this distinction, may it please your honour," which distinction, when it came to be stated, was often so thin that its existence could only be discerned by the learned gentleman himself. This little mannerism was observed by his friends in the profession, one of whom composed and passed round this epitaph: "Here lies Stephen Longfellow, LL.D. Born, &c. Died, &c. With this distinction, That such a man can never die." The epitaph reached the bench, and Mr. Longfellow, not long afterwards, on an argument, was met by a question from the judge. "But may it please your honour, there is this dis—" "Out with it, brother Longfellow," said Judge Story, with a good-humoured smile. But it would not come. The epitaph records the death of the distinction.

CASES OF THE WEEK.

SALE BY COURT—RESTRICTIVE COVENANT—QUALIFICATION.—In a case of *Pollock* v. *Rabbits*, before the Court of Appeal, on the 21st inst., a question arose as to the mode in which a restrictive condition upon the sale of land under the direction of the court was to be carried out in the conveyance to the purchaser. One of the conditions of sale was as follows:—"The freehold lots are sold subject to the reservations and stipulations mentioned in the particulars, so far as the same affect such lots respectively, and the respective conveyances of such lots shall contain proper reservations and provisions and covenants by the purchasers for the purpose of securing the liabilities and rights under such reservations and stipulations, the form of such reservations, provisions, and covenants, in case of dispute, to be settled by the judge." The purchaser of one of the lots sent to the vendor a draft conveyance which contained a covenant by the purchaser that he would observe and perform the stipulations mentioned in a schedule (and which corresponded with those referred to in the conditions), but the covenant was qualified by the following proviso: "But this covenant is not to be held personally binding upon [the purchaser] his heirs or assigns, except in respect of breaches committed or continued during his or their sole or joint seisin of or title to the land in respect of which such breaches shall have been committed." The vendor objected to this qualification, and insisted that he was entitled to an absolute and unqualified covenant. The matter was referred to the judge in chambers, and KAY, J., held that the covenant should be qualified by the following proviso:—"Provided that when and so often as the said [purchaser] or his heirs shall sell or dispose of the said lots, &c., or any part thereof, to a purchaser or assign who shall have notice of the aforesaid covenants, and shall take from such purchaser or assign like covenants in the conveyance to him or them, then and in such case the said [purchaser] or his heirs so conveying shall be freed from any further liability in respect of a breach of the aforesaid covenants which shall happen after such conveyance with regard to the land so conveyed." The Court of Appeal (JESSEL, M.R., and BRETT and COTTON, L.JJ.) held that the covenant ought to be an unqualified one. JESSEL, M.R., said that he could see no ground whatever for inserting the proviso. The contract between the vendor and purchaser was contained in the condition of sale, and it came to this, that the purchaser was to covenant to perform the stipulations mentioned in the particulars of sale. There was no bargain that his covenant should cease at any time. If he sold the property he must get an indemnity from his purchaser. A proviso limiting his covenant would be contrary to the conditions of sale. BRETT, L.J., concurred. COTTON, L.J., said that the contract between the parties was that the covenant of the purchaser should be the mode of enforcing the stipulations in question, and that contract was entirely contrary to the proviso which had been inserted.—SOLICITORS, *Pollock & Co.*; *Armstrong & Lamb*; *Sutcliffe & Summers*.

MORTGAGE—ATTORNMENT CLAUSE—VALIDITY—BANKRUPTCY OF MORTGAGOR—FRAUD ON BANKRUPTCY LAW—MORTGAGE TO BUILDING SOCIETY—DEBT PAYABLE IN INSTALMENTS—ATTORNMENT AT MONTHLY RENT—BANKRUPTCY ACT, 1869, s. 34—STATUTE OF FRAUDS, ss. 1, 2.—In a case of *Ex parte Voisey*, before the Court of Appeal on the 20th inst., a question arose as to the validity of an attornment clause in a mortgage to a building society, the mortgagor having become a bankrupt. One Knight was a member of a building society, holding 750 shares, in respect of which he, in August, 1875, received an advance of £7,500 from the society. By the rules of the society this sum was to be repaid, with interest at seven per cent. per annum, in monthly instalments of £71 17s. 6d. If default was made in payment of the monthly instalments the member was liable to pay a fine at the rate of five per cent. per month on the total amount in arrear at each monthly meeting. On the 3rd of August, 1875, Knight executed a mortgage to the trustees of the society, to secure the payment of the instalments and fines which should become due from him. The deed comprised land, fixed machinery and engines, and also engines and machinery, stock-in-trade, and effects of the nature of personal estate. The mortgage was made redeemable in case the mortgagor should duly make all the payments, and observe and perform all the regulations provided by the rules of the society. The deed provided that, in case the mortgagor should at any time thereafter neglect for three monthly meetings of the society to pay all or any of his subscriptions, interest, fines, and other moneys, or to observe and perform the regulations of the society, or in the event of his becoming bankrupt, or filing a liquidation petition, or making any assignment for the general benefit of his creditors, the mortgagees might enter into possession or receipt of the rents of the mortgaged property, and, if the rents should be insufficient, in their judgment, to satisfy the purposes of the deed, might sell the property, and apply the proceeds of sale in paying what should be due by the mortgagor. There was a further provision that, if the mortgagees should at any time become entitled to enter into possession or receipt of the rents of the property, and the mortgagor should then or afterwards be in occupation of the property, he should, during such occupation, be tenant thereof from month to month to the mortgagees, at a monthly rent of such a sum as should be equal in amount to the moneys which ought to be paid monthly by the mortgagor from time to time for subscriptions, interest, fines, and other moneys under the rules, and that the tenancy should commence on the day up to which the mortgagor should have fully paid all and every part of such subscriptions, interest, fines, and other moneys, and the rent for the period intervening between the time of such commencement of the tenancy and the day upon which the trustees should be entitled to enter into possession or receipt of the rents of the property should be payable and paid on such last-mentioned day, and the monthly rent due upon and subsequently to such last-mentioned day should become due monthly in advance, and be payable at the place and on the day where and when the monthly meetings of the society should, from time to time, be held, and the first payment of such rent should become due on the day on which the trustees for the time being of the society should first become entitled to enter into possession or receipt of the rents, but all moneys received by them for rent should be accepted in or towards satisfaction of the subscriptions, interest, fines, and other moneys then in arrear or payable under the rules; provided that it should be lawful for the mortgagees, on giving fourteen days' previous notice in writing, to enter on the property, and to determine the tenancy thus created. The deed was not registered under the Bills of Sale Act. In August, 1881, Knight was in default in his payments, and he continued in default for three months afterwards. At the monthly meeting of the society in November, 1881, there was due from him £633, and, on the 2nd of December, 1881, the trustees, acting under the attornment clause, put in a distress for the sum of £664 14s., which was then due under the rules. On the same day a bankruptcy petition was presented against Knight, founded on an act of bankruptcy committed by him on the previous 26th of November, and on the 5th of December he was adjudicated a bankrupt. The trustees of the building society put in other distresses subsequently for further sums which had become due from the bankrupt under the rules. The trustee in the bankruptcy applied to the court to declare the attornment clause and the distresses levied under it void as against him, on the ground that the rent reserved was not the fair letting value of the property, and that the clause was not intended *bonâ fide* to create the relation of landlord and tenant, but was a mere device to secure a preference to the society in the event of the bankruptcy of the mortgagor, and to evade the bankruptcy law. There was evidence that, before the mortgage was given, the property had been valued for the purpose of the mortgage at £12,000, and that the rent for the property ought to be estimated at seven per cent. on that value. Other valuers said that the rent ought to be taken at ten per cent. on the £12,000. On the other hand, there was evidence that at the time of the application to the court the property would not let for more than £500 a year, and that it was assessed for the purpose of poor rate at a gross annual value of £283. Bacon, C.J., held that the attornment clause and the distresses levied under it were valid as against the trustee, and this decision was affirmed by the Court of Appeal (JESSEL, M.R., and BRETT and COTTON, L.JJ.). JESSEL, M.R., said that, according to the doctrine of *Ex parte Williams* (26 W. R. 274, L. R. 7 Ch. D. 138), if it was never intended by the parties to create the relation of landlord and tenant between the mortgagee and the mortgagor, but they only used words to that effect, there would be no such relation in law. In *Ex parte Williams* the evidence on which the court came to that conclusion was the absurdity of the rent reserved by the attornment clause as compared with the real value of the property, and the court came to the conclusion that it was not a genuine rent, and that it was never intended that it should be paid, but only that the mortgagee should be able to distrain for it in the event of the bankruptcy of the mortgagor. In that case the rent reserved was seven times the real letting value of the property; in *Ex parte Jackson* (29 W. R. 283, L. R. 14 Ch. D. 725) it was fifty-seven times as great. In the present case not only the value of the property, but the peculiar nature of the security must be considered. The monthly instalment payable to the society was £71 17s. 6d. Of course, if default were made in payment of the instalments, the amount of the monthly rent would be increased by fines, and might be a great deal more than £71 17s. 6d., but the ordinary payment would be £71 17s. 6d. The valuations made for the purpose of the mortgage made the value of the property about £12,000. The amount of the rent which could have been obtained then must be a matter of opinion. Some of the valuers said that the rent would have been seven per cent., others said ten per cent., on the value of the property. Taking it as seven per cent., the rent would have been £840. On the other hand, there was evidence that it would now let for not more than £500 a year. But, in order to judge of the *bona fides* of the parties to the contract, regard must be had to the valuation which they had made at the time. Taking the annual rent at £900, it would be a little more than twelve times the monthly instalment of £71 17s. 6d. But the tenancy was not to begin till the mortgagor had been in default for three months. He might have been in default for a part only of his instalments. It would not be fair to try the thing by the event which actually happened. The first payment under the tenancy might be a good deal more than £71 17s. 6d., but the subsequent payments need not be more, because the society could distrain at once, and not allow the instalments to fall into arrear. In substance, the rent reserved was one which a tenant, on the one hand, might honestly agree to pay, and which a landlord, on the other hand, might honestly expect to receive. There being no evidence of any want of *bona fides*, his lordship thought there was no ground for saying that the attornment clause was a mere device to enable the society to obtain a preference in the event of the bankruptcy of the mortgagor; but, on the contrary, he thought it was intended that, in case of default in making the monthly payments, the society should have the power of distraining, whether the mortgagor was bankrupt or not. BRETT, L.J., said that the contract was not a fraud as between the parties; it was not intended to defraud any known individual. The only way in which it could be said to be not *bonâ fide* would be if it was not intended to be acted on between the parties, except in the case of the mortgagor's bankruptcy, if it was an attempt to evade the bankruptcy law. The fraudulent intention, if it existed at all, must have existed at the time when the contract was made. The question was whether the contract for a tenancy was made for the purpose of being acted on between the parties, whether the mortgagor became bankrupt or not, or only if he became bankrupt, whether the parties had the bankruptcy of the mortgagor in their contemplation, and intended, in that case, to evade the fair distribution of his property in bankruptcy. That was the principle of law laid down in *Ex parte Williams* and *Ex parte Jackson*, and those cases served as guides to one state of facts, but they did not exclude other states of facts. Those decisions showed that, in the absence of any countervailing circumstances, if the rent was

so absurdly large in amount that it could be concluded that the parties could never have intended that it should be paid as rent, or be distrained for as rent, you must infer that they did not intend this, but that it was a fiction, and that what they really intended was that only in the event of the bankruptcy of the mortgagor should his goods be seized. This did not exclude other ways of showing want of *bona fides*, as, for instance, if the rent reserved was moderate in amount, but it was proved that there was a secret arrangement that it should not be demanded or distrained for except in the event of the bankruptcy of the mortgagor. The question was whether it was a real, honest transaction between the parties, intended to be acted on whether there was a bankruptcy or not, or whether they intended it to be acted on only for the purpose of evading the bankruptcy law. In the present case, his lordship thought there was nothing to lead to the inference that there was any device to evade the bankruptcy law. COTTON, L.J., said that, it being undoubted that a mortgagor and a mortgagee might enter into a stipulation for a tenancy, and the law giving certain rights to a landlord, the question was whether they really intended to create the relation of landlord and tenant, or whether, under the mask of certain words, they intended, without creating any tenancy, to give the mortgagee the rights of a landlord—whether, in fact, the transaction was a sham. In considering this question, one of the circumstances to be taken into account was the amount of the rent reserved. If the rent was so large that whenever any payment of it was made the relation of landlord and tenant would at once come to an end, because the whole of the mortgage debt would be discharged, that would be strong evidence that the rent nominally reserved was never intended to be a rent. In *Ex parte Jackson* the rent reserved was so large that there could be no doubt that the tenancy was merely nominal, and that the object was to get the advantage of the rights of a landlord in the event of bankruptcy without any real tenancy. His lordship could see nothing of this kind in the present case. The rent was not one which would enable the mortgagees to obtain payment of the whole mortgage debt at once, and this circumstance distinguished the case from the previous ones, and led strongly to the conclusion that the parties did not contemplate a mere sham relation of landlord and tenant, but that they contemplated that the tenant would pay the rent as long as the mortgage should last, in accordance with the provisions of the deed. The mortgagees could not, therefore, be deprived of the legal consequences of the tenancy.

Another objection taken to the clause was, that there could not be a tenancy because the rent reserved was fluctuating and uncertain in amount, but the court held that this was not a valid objection. JESSEL, M.R., said that rents of variable amount were very common in agricultural leases—rents, for instance, of a penal nature, for ploughing up pasture land, or for growing certain crops, such as flax. And in building leases in London and other large towns the rent was often made to depend on various acts, to be done either by the landlord or by the tenant. It could not be said that there was any legal objection to a rent which would be variable by reason of acts done by the mortgagor. BRETT, L.J., said that the rent was certain, if by calculation and the happening of events it became certain. Here it became certain the moment the condition was fulfilled; on the happening of the condition the rent fixed itself, and, therefore, it was certain.

A third objection taken was that the deed was not executed by the mortgagee, but the court overruled this also. JESSEL, M.R., said that the attornment, being by the tenant in possession to the legal owner, was good evidence of an agreement for a tenancy, and operated as an estoppel *in pais*.

A fourth objection was that the agreement for a tenancy was void, under the Statute of Frauds, because it might last for more than three years, and the agreement was not signed by the mortgagee. Therefore, only a tenancy at will was created, and that was put an end to by the bankruptcy, and no distress could be levied after the bankruptcy. JESSEL, M.R., said that it was not a lease for three years, for it was uncertain when it would begin. BRETT, L.J., said that section 2 of the statute applies only when the tenancy must of necessity last for more than three years, not when it may last for a less period.—SOLICITORS, *Paterson, Snow, & Bloxam; H. B. Priest.*

BANKRUPTCY—RIGHT OF CREDITOR TO COPY OF DEPOSITIONS—PRIVATE EXAMINATION—BANKRUPTCY ACT, 1869, s. 96—BANKRUPTCY RULES, 1870, RR. 9, 12.—In a case of *Ex parte Pratt*, before the Court of Appeal on the 20th inst., a question arose as to the right of a creditor who had proved in a bankruptcy to have an office copy of his own depositions, taken at a private examination on behalf of the trustee, under section 96 of the Bankruptcy Act, 1869, for the purpose of obtaining evidence to prove that certain goods had been delivered by the bankrupt to the creditor by way of fraudulent preference. The trustee, after the examination had been concluded, served the creditor with notice of an application to the court for an order declaring the transaction in question void against the trustee as being a fraudulent preference, and directing the creditor to deliver up the goods to the trustee or to pay their value to him. The trustee gave notice of his intention to use in support of the application an affidavit made by himself, but he gave no notice that he intended to use the creditor's deposition. The creditor applied for an office copy of a transcript of the shorthand writer's notes of his deposition, which was on the file of the proceedings in the bankruptcy. The trustee objected to the creditor's having a copy, but the registrar ordered that he should be supplied with a copy at his own cost. Rule 9 provides that "all proceedings of the court shall remain of record in the court, so as to form a complete record of each matter, and they shall not be removed for any purpose, except for the use of the officers of the court or by special direction of the judge or registrar, but they may at all reasonable times be inspected by the trustee, the bankrupt, and any creditor who has proved, or any person on their behalf." The Court of Appeal (JESSEL, M.R., and BRETT and COTTON, L.JJ.) affirmed the order. It was stated on the hearing of the appeal that the registrar had said that the creditor was entitled to the copy as a matter of absolute right. JESSEL, M.R., thought that the registrar could not have meant this, but that he could only have meant that under the circumstances the creditor was entitled to the copy. His lordship did not see why the creditor should not have a copy of that which he had himself sworn.—SOLICITORS, *H. Montagu; E. Chalk.*

COMPANY—WINDING UP—DIRECTOR—BREACH OF TRUST—MISFEASANCE—LIABILITY—SET-OFF—COMPANIES ACT, 1862, ss. 101, 165.—In a case of *In re The Anglo-French Co-operative Society*, before the Court of Appeal on the 25th inst., the question arose whether, when an application is made in the winding up of a company for an order, under section 165 of the Companies Act, 1862, that a director should repay to the liquidator moneys of the company which he has misapplied by way of breach of trust or misfeasance, the director is entitled to set off against the demand a debt due to him by the company. Hall, V.C., had refused to allow such a set-off, and the Court of Appeal (JESSEL, M.R., and BRETT and COTTON, L.JJ.) affirmed the decision. JESSEL, M.R., said that set-off was a statutory right, and, if it had been intended to give a right of set-off in a case under the 165th section, why had not the section said so? There was another reason why the doctrine should not be applied. By section 101 an innocent person was deprived of the right of set-off; and what should be said, then, as to the right of an officer of the company who had misapplied its money? BRETT, L.J., said that he was extremely sorry for the restricted interpretation which had been put in *Coventry and Dixon's case* (28 W. R. 775, L. R. 14 Ch. D. 660) upon the 165th section, which his lordship had always considered the most beneficial section in the Act, and most salutary for the purpose of checking the scandals which existed in the getting up of companies.—COTTON, L.J., concurred.—SOLICITORS, *Davidson & Morriss; John Holmes.*

PRACTICE—APPEAL NOT SET DOWN—ABANDONED MOTION—COSTS—ORD. 58, R. 7.—In a case of *Tomlin* v. *Underhay*, before the Court of Appeal on the 26th inst., the question arose whether an appellant was bound to pay the costs of an abandoned motion under the following circumstances. On the 19th of June the defendants served the plaintiff with a notice of appeal from an order of Hall, V.C., made on the 3rd of June. The notice named the 24th of June as the day for the hearing of the appeal, but the appeal was not set down before that day. On the 26th of June the defendants served the plaintiff with a substituted notice of appeal for the 30th of June instead of the 24th of June. The notice included a notice of appeal from an order made by Hall, V.C., on the 9th of June, as well as from the order of the 3rd of June. With the substituted notice the defendants' solicitors sent a letter to the plaintiff's solicitors, in which they said that they thought it would be more convenient that the appeals against the two orders should be heard together, and therefore they served one notice of appeal against both orders and withdrew the first notice. In pursuance of the second notice, both the appeals were duly set down. The plaintiff then applied to the Court of Appeal for an order that the defendants should pay the costs of the first notice, on the ground that the motion, not having been set down before the day named in the notice, must be treated as abandoned, and that the defendants, in accordance with the decision in *In re National Funds Assurance Company* (25 W. R. 151, L. R. 4 Ch. D. 305), must pay the costs of it. The court (JESSEL, M.R., and BRETT and COTTON, L.JJ.) refused the application. JESSEL, M.R., said that the respondent knew that the appeal against the first order was not abandoned, but that it was joined to another appeal. He would lose nothing but the costs of receiving the first notice. If briefs had been delivered to counsel they would be utilized on the hearing of the appeal. The application ought not to have been made, and it must be refused, with costs. BRETT and COTTON, L.JJ., concurred.—SOLICITORS, *W. Tatham & Son; Fladgate, Smith, & Fladgate.*

ACTION RELATING TO CHARITY—CONSENT OF CHARITY COMMISSIONERS—BUILDING REGISTERED AND USED AS PLACE OF MEETING FOR RELIGIOUS WORSHIP—CHARITABLE TRUSTS ACT, 1853 (16 & 17 VICT. C. 137), ss. 17, 62—18 & 19 VICT. C. 81, s. 9.—On the 26th inst., the Court of Appeal (JESSEL, M.R., and BRETT and COTTON, L.JJ.) reversed the decision of Kay, J., in *Glen* v. *Gregg* (30 W. R. 633). The question was whether the consent of the Charity Commissioners was necessary to the action, which was brought to administer the trusts of a deed, by which a piece of land was conveyed to trustees upon trust that it should be used for the purpose of a congregation assembling and worshipping according to the principles of a certain religious body. Section 17 of the Act of 1853 provides that no suit relating to any charity, or the property thereof, shall be entertained, except with the authority of the Charity Commissioners. But section 62 provides that the Act shall not extend to the Universities of Oxford, Cambridge, London, or Durham, or any college or hall in the first three of them, or to any cathedral or collegiate churches, or to any building registered as a place of meeting for religious worship with the Registrar-General of Births, Deaths, and Marriages, and *bonâ fide* used as a place of meeting for religious worship. Kay, J., held, contrary to his own view, but in accordance with the view of Lord Chelmsford in *The Attorney-General* v. *Sidney Sussex College* (15 W. R. 162), that the charities which are exempted from the operation of the Act by section 62 are still within section 17, and consequently that the action could not be maintained without the consent of the Charity Commissioners. JESSEL, M.R., said it was clear that Lord Chelmsford had not given a deliberate decision in the case referred to, for it appeared from the report that the objection was not pressed. The objection being to the jurisdiction of the court, no consent of counsel could have given jurisdiction. Therefore the case could not be treated as a deliberate and considered decision of

Lord Chelmsford. Therefore the court was entitled now to look at the words of section 62, and his lordship could not imagine any words plainer to exempt the charities mentioned in it from the operation of any part of the Act, including section 17. In this particular case the exemption was also given by section 9 of the Act 18 & 19 Vict. c. 81 (which provides that every place of meeting for religious worship, certified to the Registrar-General and *bonâ fide* used as a place of religious worship, shall be wholly freed and exempted from the operation of the Charitable Trusts Act, 1853), which did not apply to the case before Lord Chelmsford, and which was not brought to the attention of KAY, J. BRETT and COTTON, L.JJ., concurred. —SOLICITORS, *A. D. Smith & Wood; Young & Sons.*

MORTGAGE—REDEMPTION ACTION—MORTGAGEE IN POSSESSION—EXPENDITURE ON PERMANENT IMPROVEMENTS—NOTICE TO MORTGAGOR.—In a case of *Shepard* v. *Jones*, before the Court of Appeal on the 21st inst., the question arose whether, on the redemption of a mortgage as against a mortgagee in possession, the mortgagee ought to be allowed moneys which he has expended in permanently improving the property, no notice of the expenditure having been given to the mortgagor. The judgment of Lord Langdale in *Sandon* v. *Hooper* (6 Beav. 246) was relied on as showing that it was essential that notice of the expenditure should have been given to the mortgagor. JESSEL, M.R., said that there were some words in the judgment of Lord Langdale in that case which appeared to be inconsistent with what Lord Lyndhurst said in the same case when it came before him on appeal (14 L. J. N. S. Ch. 120). But his lordship thought that Lord Langdale did not really mean to say that notice was material. His lordship thought that notice to the mortgagor was not necessary if the expenditure was reasonable and produced a benefit to the estate. And, on the other hand, if the expenditure was unreasonable, and produced no benefit to the estate, he did not see why the mortgagor should be charged with it merely because he had notice of it. Notice might be material, if after it the mortgagor expressly agreed to the expenditure, or tacitly assented to it, because then the mortgagee need not prove that it was reasonable. But, if the mortgagor simply did nothing, notice could not alter the rights of the parties. BRETT, L.J., said that, interpreting Lord Langdale's judgment with reference to the facts which were before him, he thought that he meant that notice was not material when the expenditure was reasonable, and for the lasting improvement of the property, but that it was material only when the expenditure was unreasonable, and then for the purpose of showing acquiescence on the part of the mortgagor. COTTON, L.J., concurred.—SOLICITORS, *Abbott, Jenkins, & Co.; Field, Roscoe, & Co.*

REVIVOR—DEATH OF DEFENDANT—RIGHT TO CONTINUE ACTION AGAINST EXECUTORS—ACTION FOR NUISANCE—3 & 4 WILL. 4, C. 42, S. 2—ORDER 50.—In a case of *Kirk* v. *Todd*, before the Court of Appeal on the 21st inst., the question arose whether an action in respect of a nuisance injurious to property could be continued against the executors of the defendant who had died more than six months after the issue of the writ. The Act 3 & 4 Will. 4, c. 42, provides, by section 2, that "an action of trespass, or trespass on the case, as the case may be, may be maintained against the executors or administrators of any person deceased for any wrong committed by him in his lifetime to another in respect of his property, real or personal, so as such injury shall have been committed within six calendar months before such person's death, and so as such action shall be brought within six calendar months after such executors or administrators shall have taken upon themselves the administration of the estate and effects of such person." The plaintiffs were dyers. Their works abutted on a stream. The defendant carried on business as a woolcomber, at a mill closely adjoining the same stream, but a little higher up the stream than the plaintiffs' works. The plaintiffs alleged by their statement of claim that it was essential to the proper carrying on of their business that they should have a large and constant supply of pure water, and that they had been in the habit for many years of drawing that supply from the stream. They alleged that the defendant had lately been discharging into the stream a noxious fluid, thereby polluting the water, and rendering it unfit for the purposes of the plaintiffs' business, and the plaintiffs claimed an injunction and damages. The action was commenced on the 7th of April, 1880. On the 17th of January, 1881, the defendant delivered his statement of defence, and on the 11th of June, 1881, he died. On the 14th of September, 1881, his will was proved by his executors. On the 3rd of November, 1881, the plaintiffs obtained the common order, giving them liberty to carry on the further proceedings in the action against the executors as the representatives of the defendant. The executors did not move to discharge this order, but when the action came on for trial before Hall, V.C., the objection was taken that it could not be maintained against them. The Vice-Chancellor held that this was so, and on this ground he dismissed the action, with costs, as against the executors. The Court of Appeal (JESSEL, M.R., and BRETT and COTTON, L.JJ.) affirmed this decision. JESSEL, M.R., said he could not help feeling that this was a very hard case, but the court must not allow hard cases to make bad law. The action was brought for a simple tort. It did not even appear that the defendant got any benefit by fouling the stream, he only injured the plaintiffs. As his lordship understood the rule at common law it was this: you could not sue executors for a tort committed by their testator for which you could only recover unliquidated damages. That law had never been altered except by the Act 3 & 4 Will. 4, c. 42, s. 2, which allowed the executors to be sued in certain cases, but with the limitation that the injury must have been committed within six months before the death of the testator. Therefore the statute did not apply to the present case, in which the injury sued for was committed more than six months before the death of the testator, and the Vice-Chancellor had no option but to dismiss the action, and his lordship could not say that he was wrong as to the costs. His lordship did not profess to understand why the limitation of six months was imposed, but the court found it there and could not alter it. The appeal must be dismissed with costs. BRETT, L.J., thought it was a clear case. COTTON, L.J., said it might or might not be right for the Legislature to interfere, but, in his opinion, the court would be acting contrary to the law if it were to allow the appeal.—SOLICITORS, *Pitman & Lane; J. W. Sykes.*

LIMITED COMPANY—WINDING-UP — BANKRUPTCY OF PETITIONER—COMPANIES ACT, 1867 (30 & 31 VICT. C. 131), S. 40.—In the case of *In re The Wala Wynaad Indian Gold Mining Company*, before Chitty, J., on the 20th inst., a petition by a contributory having been presented for the winding up of the company, a preliminary objection was taken that the shares in respect of which the petitioner was a contributory had not, within the provisions of the Companies Act, 1867, s. 40, been held by him and registered in his name for a period of at least six months during the eighteen months previously to the commencement of the winding up. It appeared that the petitioner was registered a shareholder on the 18th of May, 1881, and filed a petition for liquidation of his affairs on the 26th of August, under which a trustee was appointed on the 29th of September. On the 28th of October a deed of composition was executed, and on the 7th of January the shares were re-assigned by the trustee to the petitioner, who presented the winding-up petition on the 28th of February. CHITTY, J., overruled the objection, saying that the word "held," as used in section 40, had no technical meaning, and that the meaning of the section was that the name of the contributory should be on the register as the holder of the shares during the period prescribed.—SOLICITORS, *Michael Abrahams & Co.; H. Montagu; T. H. Evans; Robbins & Cameron; Beale & Co.; F. D. Thompson.*

STATUTE OF LIMITATIONS (3 & 4 WILL. 4, C. 27), SS. 12, 34—WRONGFUL POSSESSION—JOINT TENANCY—EXTINGUISHMENT OF RIGHT.—In the case of *Bolling* v. *Hobday*, before Chitty, J., on the 17th inst., it appeared that a testatrix who died in 1817 by her will devised real estate to trustees, their heirs, and assigns, in trust for her daughter for life, and after her death to sell the same and divide the proceeds between M. A. Smith, S. Smith, Thomas Smith, and John Smith, share and share alike. On the death of the testatrix the tenant for life took possession of the estate and occupied it until her death, which took place in 1857. On her death Thomas and John entered and remained in possession until the death of John in 1874, when Thomas remained in sole possession until his death, which occurred in 1880. The trustees never in any way acted, and the property was enjoyed by Thomas and John, and after John's death by Thomas, without interruption and acknowledgment. Under these circumstances the real representatives of Thomas claimed the whole estate, and those of John either one-half or one-fourth. CHITTY, J., said that it was clear that the estate of the trustees was barred by the expiration of twenty years from the death of the tenant for life which occurred in 1857 (*Burrowe* v. *M'Creight*, 1 J. & L. 290). On behalf of John's representatives it was said that, as to the possession of John and Thomas, it was a possession by tenancy in common, but it was clearly established that where a possession was acquired under the Statute of Limitations by a possession originally wrongful, the estate thus acquired was a joint tenancy (*Ward* v. *Ward*, L. R. 6 Ch. 789). Therefore, assuming that John was entitled to the benefit of the possession of Thomas, yet John being dead, Thomas would be entitled to the whole. Then it was said that John could, at least, claim one-fourth part of the estate, for John and Thomas under the will were, at least, tenants in common of one-fourth share each, and John's possession should be ascribed to his lawful title, so that Thomas did not oust John nor did he acquire John's share under the Statute of Limitations, s. 12. To this, in his lordship's opinion, there were two answers. The first was that the trustees' right to enter was barred by the 34th section of the statute, which says that "the right and title shall be extinguished," or as Lord St. Leonard, says in *Burrowe* v. *M'Creight*, the statute transferred the estate. Therefore the result was that the right and title of the trustees, or, in other words, the legal estate in fee which they would have taken under the will, was extinguished, and with it the trusts by which the estate was affected. This was a conclusive answer to the claim. Moreover, John and Thomas were not tenants in common even under the will. They were not equitable tenants in common of an estate, but entitled simply to shares of its proceeds, and in that sense only had they any equitable estate in the land. Therefore it was wrong to ascribe their possession, which was, for all the purposes of the will, unlawful, to the supposed lawful title which they had each in respect of one-fourth share of the proceeds of the sale. The representatives of Thomas were, therefore, entitled to the estate.—SOLICITORS, *Hughes & Co.; Doyle & Sons; Duncan, Warren, & Gardiner.*

PRACTICE—EXAMINATION OF WITNESS DE BENE ESSE—COSTS.—In the case of *Vicary* v. *Stroud*, before Chitty, J., on the 21st inst., a motion was made for the examination of a witness *de bene esse*. The affidavit in support stated that the witness was suffering from chronic infirmities, disabling her from ever being able to leave her residence. The application was opposed, on the ground that it did not come within any of the three cases mentioned by Lord Eldon in *Bellamy* v. *Jones* (3 Ves. 31)—viz., that the witness proposed to be examined should either be over seventy years of age or the only witness to a particular fact, or if upon the ground of health is a dangerous state. It was also said that the applicant must pay the costs in any event. CHITTY, J., said that the practice had altered since the case cited, which was eighty years old. The common law practice was also to be considered now. It was, moreover, much doubted whether it was a requisite that the witness should be the only witness. The affidavit was not in quite the right form, but the order would be made upon the applicant paying the costs of the applica-

tion in the first instance, such costs to be specially reserved.—SOLICITORS, *R. Chapman; Pearpoint & Co.*

WILL—CONSTRUCTION—DEVISE TO TRUSTEES—EXTENT OF ESTATE—DIRECTION TO PAY DEBTS.—In a case of *Marshall* v. *Gingell*, before Kay, J., on the 10th inst., the question arose whether trustees, to whom real estate was devised by a testator, took an estate in fee simple, or whether their estate was limited to the life of the tenant for life. The testator, by his will, made in 1838, directed his debts to be paid. And he gave and devised to four persons specific real estate, to hold the same to them, their heirs and assigns, upon the trusts and for the intents and purposes thereinafter expressed—viz., on trust that the trustees should, during the minority of his daughter D., receive the rents of the property and apply the same for her use and benefit till she should attain twenty-one, and on her attaining twenty-one to pay to, or permit and suffer her to receive, the rents during her life for her separate use, without power of anticipation. And from and after her death, upon trust for, and the testator thereby gave and devised the property unto all and every the lawful issue, children or child of the daughter, who should live to attain twenty-one, equally to be divided between them, if more than one, as tenants in common, and to their respective heirs and assigns; and if there should be but one such child, then the whole to such only one upon attaining twenty-one, his or her heirs and assigns. And in case there should be no such child of the daughter D., or being such issue, child or children, all of them should die under twenty-one, then upon trust, and the testator thereby gave and devised the property unto a son and another daughter, equally to be divided between them as tenants in common, and to their heirs and assigns. The testator then made some other specific devises and bequests, and then he gave and bequeathed all the rest, residue, and remainder of his estate and effects (subject to and charged and chargeable with the payment of his debts) unto a son, to hold to him, his heirs, executors, and administrators, absolutely. And the testator appointed the same four persons whom he had previously named as trustees to be the executors of his will. He died in 1838. In 1857 the daughter D. married. She had three children, and she died in 1864, leaving the three children surviving, all of them being then infants. The action was commenced in 1882 by the youngest of the three children, who was still an infant, by a next friend, against the trustees and the other two children, who had attained twenty-one. The plaintiff claimed a declaration that each of the children who were defendants was absolutely entitled to one-third of the devised property, and that the plaintiff was entitled contingently on his attaining twenty-one to the other one third. The trustees demurred to the statement of claim, on the ground that the gifts in the will to the children of the daughter D. were contingent remainders, which failed by reason of her having died before any of her children attained twenty-one. The question was whether the trustees, under the devise to them, took the legal estate only for the life of D., or whether they took the legal estate in fee, which would then support the contingent remainders. KAY, J., held, mainly on the authority of *Creaton* v. *Creaton* (3 S. & G. 386), that there being a direction in the first instance that the testator's debts should be paid, and the devise being to the persons who were afterwards named executors, the trustees took the legal estate in fee, and, consequently, the doctrine of *Festing* v. *Allen* (12 M. & W. 279) did not apply, and the contingent remainders to the children had not failed. His lordship said that the only distinction between the present case and *Creaton* v. *Creaton* was in the residuary gift, which was subject to the payment of the testator's debts, but that was quite consistent with an intention to charge with the payment of debts, not only the residue, but also the estate specifically devised. On any other construction the direction at the beginning of the will that the testator's debts should be paid would be useless and inoperative.—SOLICITORS, *Thos. Baddeley & Sons.*

CASES BEFORE THE BANKRUPTCY REGISTRARS.

(Before Mr. REGISTRAR PEPYS.)

July 18.—*Ex parte Nichols, Re Fraser.*

Where a first meeting under a liquidation petition had been postponed for several months in order that creditors who were resident abroad might receive notice of the proceedings, the court, upon the application of the receiver and manager, granted an allowance to one of the debtors for his support out of the estate, there being evidence that he had rendered material assistance in reference to the property.

This was an application on behalf of Mr. C. L. Nichols, the receiver and manager appointed under a petition for liquidation presented by Messrs. G. J. Fraser and L. J. Fraser, merchants, of London and Singapore, for an order authorizing him to pay to Mr. G. J. Fraser, one of the debtors, the sum of £5 per week for his maintenance out of the estate.

The petition for liquidation was filed on May 17, and on the same day an order was made postponing the first meeting of creditors until October 4, on account of the time that must necessarily elapse in obtaining the list of creditors from Singapore, and in giving the usual notices. It appeared that Mr. G. J. Fraser was the only partner in the firm residing in England, and Mr. Nichols stated that he had rendered very material assistance in matters connected with the estate. An application had been made by Mr. G. J. Fraser for an allowance for his maintenance, and, having regard to the length of time which would elapse before the first meeting, and to the fact that he was entirely without funds, Mr. Nichols was prepared to accede to it, subject to the approval of the court. Mr. Nichols also stated that he was of opinion it would be to the interest of the general body of the creditors that the proposed allowance should be made "for the purpose of enabling the debtor to indentify himself with the several matters connected with the liquidation, and to give the creditors material assistance in the realisation of the assets." The liabilities were estimated at £80,000, with assets £17,000.

F. C. Willis, in support of the application.

Mr. REGISTRAR PEPYS.—What power has the court to do what the receiver and manager asks?

Willis.—The receiver and manager has been appointed by the creditors, and it is his duty to carry on the business until the first meeting. He may employ anyone to assist him in realizing the estate, and the debtor, who has given up his property to the applicant, states that he is without means. A similar order was made by Mr. Registrar Hazlitt in *Re Morlet.*

Mr. REGISTRAR PEPYS thought the application was a reasonable one under the circumstances, and made an order for payment of the allowance of £5 per week to the debtor as from May 17.

Solicitors for the applicant, *Gregson & Co.*

SOLICITORS' CASES.

HIGH COURT OF JUSTICE.—QUEEN'S BENCH DIVISION.

(Sittings *in Banc* before Sir JAMES HANNEN, and FIELD, J.)

July 24.—*In the Matter of a Solicitor.*

Horace Brown moved *ex parte* in this case for a rule *nisi* calling upon the solicitor in question to show cause why he should not be ordered to answer the matters of an affidavit, or, in the alternative, be struck off the rolls. The application was made on behalf of Mr. George Hampden Whalley, M.P., who, at the beginning of the present year, wishing to obtain a loan, was brought into communication with Mr. Snelling, a money-lender. In February last Mr. Snelling went with him to the office of the solicitor in question. There it was arranged that Snelling should advance a sum of £400 to Mr. Whalley, who was to pay £600 for it at the end of three months. As a matter of fact, Mr. Whalley received but £10 out of the whole £400, the solicitor informing him that he should pay off a few of his (Mr. Whalley's) small but most pressing debts with the balance after he had himself taken £200. On February 18 Mr. Whalley, fearing that bankruptcy proceedings might be instituted against him, had again called upon the solicitor in question and told him that he would have no difficulty in paying 20s. in the pound, as the total amount of his unsecured debts was only between £6,000 and £7,000, and he had an income of £7,000 a year from land. He also told the solicitor in question that he was anxious at once to raise what money was necessary to free himself entirely from debt by giving a mortgage on his estate. The solicitor, as he swore in his affidavit, had assured him that there could be no reason why proceedings in bankruptcy commenced against him should not be put an end to, and that all that would be necessary would be to call a private meeting of his creditors, when it would be easy to come to a fair settlement with them. There would be no publicity, and the whole matter could be arranged in a week. On February 21, 1882, Mr. Whalley again went to the office of the solicitor, who told him to sign certain papers and swear an affidavit he had prepared for him. This Mr. Whalley, who was led to attach no sort of importance to the documents, did, and, as he soon afterwards became aware, they were, in fact, his petition for liquidation and the necessary affidavit. According to the affidavit of Mr. Whalley, he had no sooner so signed the petition, &c., than the solicitor in question had taken out of one of his drawers six or seven slips of paper with bill stamps impressed on them, and had told Mr. Whalley to sign them. The stamps did not escape the notice of the latter, and strangely enough, as he swore, though he received no money from the solicitor in question, he had not hesitated at the instance of the latter to sign his name to them all. In his (Mr. Whalley's) affidavit it was further stated that he had subsequently ascertained that the slips of paper so signed by him in blank had been filled in by the solicitor in question for a total sum of over £6,000, and that the stamps were all antedated, so that it might appear that the bills had been accepted by him (Mr. Whalley) prior to the date of his filing his petition in liquidation.

FIELD, J., asked if Mr. Whalley swore by his affidavit that he had really not known what he had been doing when so signing these bills in blank.

Browne said that, strange as it might seem in a person in the position of Mr. Whalley, it was nevertheless the fact, and that all these acceptances were in the liquidation proceedings actually proved upon just as if they had represented *bonâ fide* claims on his estate. It was, indeed, but little more than a month ago that he had consulted his present solicitor and become fully aware of the effect of what he had been induced to do by the solicitor against whom the present application was made. On June 23 the solicitor now acting for Mr. Whalley had distinctly challenged the solicitor against whom the present application was made to offer some explanation of his conduct and to show how far he was prepared to meet the charges made against him by Mr. Whalley. To that letter he had made no answer, but immediately on its receipt he had gone to Mr. Whalley's private residence and offered him £1,000 to leave England. Further than that he had taken no notice of the challenge to meet the facts alleged against him, and had never answered either the letter written to him on June 23 or one sent three days after, calling his attention to the fact that no answer to the first had been received from him.

The COURT granted the rule *nisi* as prayed for.—*Times.*

In Committee of the House of Common on the Partnership Bill, Mr. Davey, Q.C., stated that the Master of the Rolls had given it as his opinion that this was a thoroughly bad Bill.

OBITUARY.

MR. ALBERT EDWARDS.

Mr. Albert Edwards, solicitor, of Ottery St. Mary and Sidmouth, died at his residence, The Lodge, Ottery St. Mary, on the 19th inst. Mr. Edwards was born in 1842. He served his articles with Messrs. Tucker & Forward, of Chard, and with Mr. Edward Forward Sealy, of 64, Lincoln's-inn-fields. For several years he held a clerkship in the office of Messrs. Bircham, Dalrymple, Drake, & Ward, of 46, Parliament-street, and he afterwards settled at Sidmouth, where he had practised with considerable success. About a year ago he removed his residence to Ottery St. Mary, on his election as clerk to the Ottery Local Board. He was also clerk to the feoffees of the Ottery St. Mary Parochial Charities. Mr. Edwards had been for several years in delicate health.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

Honours Examination.

June, 1882.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following gentlemen as being entitled to honorary distinction:—

First Class.

[In order of Merit.]

Frederick William Emery, who served his clerkship to Messrs. Iliffe, Russell, Iliffe, & Cardale, of London.

Isaac John Hart, LL.B., who served his clerkship to Messrs. Goldberg & Langdon, of London.

Frank Arthur Holman, who served his clerkship to Messrs. Ingledew & Ince, of London.

Robert Innes, who served his clerkship to Mr. Adam Fox, of the firm of Messrs. A. & G. W. Fox, of Manchester.

Second Class.

[In Alphabetical order.]

Harry Elliott Earle Fox, who served his clerkship with Mr. Percy William Langdale, of London.

Hugh Kirkpatrick Grierson, who served his clerkship to Mr. H. M. Richardson, of Bolton, and with Messrs. Chester, Mayhew, Brcome, & Griffithes, of London.

Frederick Aneurin Jones, who served his clerkship to Mr. Samuel Brighouse, of Ormskirk, and Messrs. Hamlin & Grammer, of Staple-inn, London.

John Frederick Lamb, who served his clerkship to Mr. Herbert Ritson and Mr. Walker Grundy, of Manchester.

Samuel Lithgow, who served his clerkship to Mr. Charles Wellborne and Mr. Charles Evelyn Wellborne, of London.

Henry Lomas, who served his clerkship to Mr. Joseph Soames, of Petersfield and London.

Henry John Southall, who served his clerkship to Mr. Alfred Brittan, of Bristol, and to Mr. Spencer Whitehead, of London.

Frederick Winterbotham, who served his clerkship to Mr. Lindesy William Winterbotham, of Stroud, and Mr. William Howard Winterbotham, of London.

Third Class.

[In Alphabetical order.]

George Francis Berney, who served his clerkship to Mr. George E. Philbrick, of London.

Walter Browett, who served his clerkship to Mr. Thomas Browett, of Coventry.

Thomas Brownson, who served his clerkship to Mr. William Orford, of the firm of Messrs. Orford & Milne, of Manchester.

James Henry Dallas, who served his clerkship to Mr. Alfred J. Davies, of London.

John Pearce Dobell, who served his clerkship to Mr. Clarence Richard Hales, of London.

Alexander Monro Grier, who served his clerkship to Messrs. Bakers, Philliott, & James, of Weston-super-Mare, and Messrs. Meredith, Roberts, & Mills, of London.

David Gunnell, who served his clerkship to Mr. George Henry Brooks, of London.

Arthur McDonall Hannay, who served his clerkship to Mr. Samuel Field, of the firm of Messrs. Field & Weightman, of Liverpool.

Clement John Haydon, who served his clerkship to Mr. Henry Mooring Aldridge, of Bournemouth, and Messrs. Winter & Co., of London.

John Moore Hayton, B.A., who served his clerkship to Messrs. Hayton & Simpson, of Cockermouth.

Richard Percy James, who served his clerkship to Mr. John James, of Wrexham, and Messrs. Prior, Bigg, Church, & Adams, of London.

Henry Robinson, who served his clerkship to Mr. William Crawford Newby, of Stockton-on-Tees.

Gilbert Ellis Samuel, who served his clerkship to Mr. John Henry Hill, of London.

Arthur James Summers, who served his clerkship to Mr. Robert Summers, of London.

William Stephen Tunbridge, who served his clerkship to Mr. Walter Reginald Collins, of Swansea.

John Duguid Walker, who served his clerkship to Mr. Thomas Arnott, of Newcastle-on-Tyne.

William Henry Walker, who served his clerkship to Mr. Edward Hutchinson, of Darlington.

Arthur Sydney Walters, who served his clerkship to Mr. Alfred James Shepheard, of London.

Alexander Wilson, who served his clerkship to Mr. George Russell Rogerson, of Liverpool.

Henry Woolcott, who served his clerkship to Mr. C. H. Baskett, of Evershot, and Messrs. Lovell, Son, & Pitfield, of London.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Emery, the prize of the Honourable Society of Clement's-inn, value ten guineas; and the Daniel Reardon Prize, value about twenty-five guineas.

To Mr. Hart, the prize of the Honourable Society of Clifford's-inn, value five guineas.

To Mr. Holman, the prize of the Honourable Society of New-inn, value five guineas.

To Mr. Innes, the prize of the Incorporated Law Society, value five guineas.

The council have given class certificates to the candidates in the second and third classes.

The number of candidates who attended the examination was 108.

UNITED LAW STUDENTS' SOCIETY.

At a meeting of this society, held at Clement's-inn Hall, on Wednesday, July 19, Mr. H. J. H. Ball in the chair, the following motion was brought forward by Mr. Spence: "That judicial oaths ought to be abolished." He was supported by Messrs. Richardson, Eiloart, and Conybeare, and opposed by Messrs. Bartrum, Tempier, Harvey, Parsons, Goodall, and Kains-Jackson. The opener then replied, and the motion, on being put to the meeting, was lost by a majority of five. Four new members were elected.

LEGAL APPOINTMENTS.

Mr. Sidney Hacker, solicitor, of Newton Abbott and Totnes, has been elected Coroner for the Totnes District of Devonshire. Mr. Hacker was admitted a solicitor in 1875. He is in partnership with Mr. Henry Michelmore, the clerk of the peace for Devonshire.

Mr. Thomas Hughes, Q.C., has been appointed Judge of County Courts for Circuit No. 9, in succession to Mr. Joseph St. John Yates, resigned. Mr. Hughes was educated at Rugby and at Oriel College, Oxford. He was called to the bar at the Inner Temple in Hilary Term, 1848, and practised for many years in the Court of Chancery. Mr. Hughes became a Queen's Counsel in 1869. He is a bencher of the Inner Temple, and he was M.P. for Lambeth in the Liberal interest from 1865 till 1868, and for Frome from 1868 till 1874.

Mr. Frederick Sidney Goodwin, solicitor (of the firm of Ryland, Martineau, Carslake, & Goodwin), of Birmingham, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Thomas Milnes Colmore, barrister, has been appointed Recorder of the Borough of Warwick, in succession to the late Mr. Thomas Campbell Foster, Q.C. Mr. Colmore was called to the bar at the Inner Temple in Hilary Term, 1869. He is a member of the Midland Circuit, practising locally at Birmingham.

Mr. Joseph Pearce, solicitor, of 39, Essex-street, Strand, London, W.C., has been appointed by the Chief Justice of the colony of Victoria a Commissioner of the Supreme Court of that colony for taking affidavits in England.

Mr. Frank Sutton Hawthorn, solicitor, of Uttoxeter, has been appointed Clerk to the Uttoxeter Board of Guardians, Assessment Committee, and Rural Sanitary Authority. Mr. Hawthorn was admitted a solicitor in 1876.

Mr. Thomas Edmonds, solicitor, of Totnes, has been appointed Deputy-Coroner for the Totnes District of Devonshire. Mr. Edmonds was admitted a solicitor in 1875. He is in partnership with his father, Mr. Thomas Hunt Edmonds.

DISSOLUTIONS OF PARTNERSHIPS.

William Ramwell, Rooke Pennington, and Richard Bradshaw, solicitors, Bolton, Manchester, and Southport. June 30.

William Small and Morris Richardson, solicitors, Burton-upon-Trent (Richardson & Small). July 12. [*Gazette*, July 21.]

Edmund Percy, Frederick Bates Goodall, and John Thomas Brown, solicitors, Nottingham (Percy, Goodall, & Brown), so far as the said Edmund Percy is concerned. March 25. The business will be carried on by the said Frederick Bates Goodall and John Thomas Brown on their own account. [*Gazette*, July 25.]

COMPANIES.

WINDING-UP NOTICES.

Joint Stock Companies.

Limited in Chancery.

Bank of Port Elizabeth, Limited.—Petition for winding up, presented July 20, directed to be heard before Bacon, V.C., on Saturday July 29. Carter, Old Jewry chambers, solicitor for the petitioner

Geholstein Natural Mineral Water Company, Limited.—Petition for winding up, presented July 20, directed to be heard before Bacon, V.C., on July 29. Smith and Son, Gresham House, solicitors for the petitioner

Glossop Brewery Company, Limited.—Petition for winding up, presented July 20, directed to be heard before Bacon, V.C., on Tuesday, Aug 1. Davis, Moorgate st, solicitor for the petitioner

Phœnix Electric Light and Power Company, Limited.—Petition for winding up, presented July 19, directed to be heard before Chitty, J., on Saturday, July 29. Champion and Co, Ironmonger lane, solicitors for the petitioners

South d'Eresby Mountain Lead Mining Company, Limited.—Petition for winding up, presented July 20, directed to be heard before Chitty, J., on Saturday, July 29. Inderwick, Bedford row, solicitor for the petitioners

Stranan and Company, Limited.—Creditors are required, on or before Aug 14, to send their names and addresses, and the particulars of their debts or claims, to Arthur James Hill, Finsbury circus. Thursday, Oct 26, at 11, is appointed for hearing and adjudicating upon the debts and claims

[*Gazette*, July 21.]

Nicholson's Discount Company, Limited.—By an order made by Chitty, J., dated July 15, it was ordered that the voluntary winding up of the company be continued. Linklater and Co, Walbrook, solicitors for the petitioner

Old Owlacombe Mines, Limited.—Petition for winding up, presented July 22, directed to be heard before Hall, V.C., on Aug 4. Powell, Essex st, Strand, solicitor for the petitioner

Province of Victoria Steam Tramway Company, Limited.—Petition for winding up, presented July 24, directed to be heard before Chitty, J., on Saturday, Aug 5. Bellamy and Co, Bishopsgate st Within, solicitors for the petitioner

Walkham United Mines, Limited.—Petition for winding up, presented July 8, directed to be heard before Bacon, V.C., on July 22, and has since been adjourned to July 31. Terrell and Harrison, Lombard st, solicitors for the petitioner

West Frontino and Bolivia Gold Mining Company, Limited.—Chitty, J., has fixed Thursday, Aug 3, at 11.30, at his chambers, for the appointment of an official liquidator

[*Gazette*, July 25.]

Unlimited in Chancery.

Potteries, Shrewsbury, and North Wales Railway Company.—Kay, J., has, by an order dated July 8, appointed Alexander Young, 41, Coleman st, to be official liquidator

Stannaries of Cornwall.

Limited in Chancery.

Callington Consols, Limited.—By an order made by the Vice-Warden, dated July 6, it was ordered that the voluntary winding up of the company be continued. Cock, Truro, agent for Snell and Co, George st, Mansion House, solicitors for the petitioner

Stannaries of Devon.

Limited in Chancery.

Walkham United Mines, Limited.—Petition for winding up, presented July 19, directed to be heard before the Vice-Warden, at the Law Institution, Chancery lane, on Monday, July 31, at 2.30. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's Office, Truro, on or before July 28, and notice thereof must, at the same time, be given to the petitioner, his solicitor, or his agents. Hodge and Co, Truro, agents for Sharpe, Queen Victoria st, petitioner's solicitor

[*Gazette*, July 21.]

County Palatine of Lancaster.

Limited in Chancery.

Imperial Hydropathic Hotel Company, Blackpool, Limited.—Petition for winding up, presented July 24, directed to be heard before Bristowe, V.C., at St. George's Hall, Liverpool, on Aug 3, at 10. Lambert, Manchester, solicitor for the petitioner

[*Gazette*, July 25.]

Friendly Societies Dissolved.

Abergavenny Burial Society, Old Duke Inn, Castle st, Abergavenny, Monmouth. July 19

Bassett's Pole Friendly Society, Bassett's Pole Inn, Drayton Bassett, Stafford. July 18

Rose in the Valley Lodge, 504, Grand Protestant Association of Loyal Orangemen Society, Waterloo Hotel, Bacup, Lancaster. July 18.

Sir Edward Blackett Lodge, North of England United Order of Odd Fellows' Friendly Society, Blackett Arms Inn, Matfen, Northumberland. July 17

Tarvin Friendly Society, National School, Tarvin, Chester. July 19

Union Female Society, Railway Inn, Hindley, Lancaster. July 19

[*Gazette*, July 21.]

Saffron Walden Working Men's Club Society, Saffron Walden, Essex. July 21

[*Gazette*, July 25.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

Bonnor, Mary Ann, Cedar Cottages, Peckham. Aug 10. Phillips v Powell, Chitty, J. Palmer, Three Crown sq, Southwark

Bridger, Edward, Melbourne, Australia. Nov 14. Curtis v Curtis, Chitty, J. Craig, Guildford

Clark, Martha, Hurley rd, Kennington. Aug 15. Husband v Martin, Kay, J. Burgin, Gray's inn sq

Cleave, John, Hereford, Solicitor. Aug 30. Smith v Symonds, Chitty, J. Symonds, Hereford

Parry, Nicholas, Little Hadham, Hertford, Gentleman. Sept 1. Parry v Currie, Kay, J. Gayton, Much Hadham

Dunn, Sarah, Taunton, Somerset. Aug 18. Jordan v Jordan, Hall, V.C. Crowther, Chancery lane

Emanuel, Ezekiel, Porisea, Southampton, Goldsmith. Aug 30. Emanuel v Emanuel, Chitty, J. Lewis, Ely pl, Holborn

Goodyear, Frederick, Upper Mill Hill, Leeds, Baker. Aug 1. Goodyear v English, Chitty, J. Dawbarn, March, Cambridge

Hopley, William, New North rd, Hoxton, Manager. Oct 2. Brazil v Hopley, Chitty, J. Ordell, New sq, Lincoln's inn

Lett, Edward, Brixton rd, Surrey, and Sloane sq, Chelsea, Esq. July 31. Montgomery v Chester, Hall, V.C. Cornford, Devereux ct, Temple

Lewis, James, Hanley Castle, Worcester, Surgeon. Aug 1. Bull v Shewell, Chitty, J. Ticehurst, Cheltenham

Lewis, Lucy, Hanley Castle, Worcester. Aug 1. Bull v Shewell, Chitty, J. Ticehurst, Cheltenham

Richardson, William, Georgiana st, Camden Town, Gentleman. Sept 30. Hearn v Richardson, Kay, J. Millman, Great James st, Bedford row

Ryder, George, Newport, York, Brick Manufacturer. Aug 25. Ryder v Ryder, Fry, J. Champney, Kingston upon Hull

[*Gazette*, July 14.]

Bradley, Robert, Lower Darwen, Lancaster, Cotton Manufacturer. Aug 30. Keighley Green Mill Company, Limited, v Watson, Chitty, J. Ainsworth, Blackburn

Hebdon, John, Knaresborough, York, Hatter. Oct 2. Rayner v Senior, Bacon, V.C. Ainley, Huddersfield

Taylor, Rev Richard Edwards, Whalley, Lancaster, Clerk. Aug 25. Jones v Edwards, Bacon, V.C. Hughes, Aberystwith

Tregoning, James, Tolgullow Scorrier, Cornwall, Land Agent. Aug 25. Tregoning Jago v Walters, Fry, J. Bray, Redruth

[*Gazette*, July 18.]

Bennett, Joseph William Noble, Riverdale rd, Twickenham, Gent. Aug 30. Wood v Bennett, Chitty, J. Rye, Golden sq

Elger, William Henry, Parliament st, Gent. Aug 30. Elger v Elger, Chitty, J. Sharman, Bedford

Evans, William, Llantarnam, Monmouth, Farmer. Sept 1. Lewis v Evans, Kay, J. Gustard, Newport

James, John, Wellington rd, Peckham, Builder. Aug 31. James v Johnson, Fry, J. Johnson, Gray's inn sq

Lucas, Robert, Beechworth, Great Malvern. Sept 1. Parish v Hudson, Kay, J. Hudson, Pershore

Pearson, Thomas, Hexham, Northumberland, Brewer. Aug 16. Green v Pearson, Chitty, J. Pruddah, Hexham

Thomas, William Henry, Aberystwith, Cardigan, Gent. Aug 16. Jones v Thomas, Chitty, J. Roberts, Aberystwith

Watts, William, Bedford ter, Kensington, Chemist. Aug 30. Watts v Watts Chitty, J. Jennings, Gray's inn sq

[*Gazette*, July 21.]

Butler, Frederick, Angel ct, Throgmorton st, Stock Broker. Aug 30. McNiel v Butler, Chitty, J. Hughes, Chapel st, Bedford row

Cracknell, John, Birmingham, Electro Plater. Sept 16. Simpson v Heath, Kay, J. Smith, Birmingham

Peters, Arthur Bishop, Bristol, Master Mariner. Sept 30. Peters v Hewitt, Kay, J. Tomlin, Richmond

Steel, George, Fulham, Market Gardener. Aug 16. Steel v Steel, Chitty, J. Kisch, Serjeants' inn, Chancery lane

Webb, Selina, Bovington, Hertford. Aug 30. Hale v Webb, Chitty, J. Oliver, Corbet ct, Gracechurch st

[*Gazette*, July 25.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

Axford, Eliza, Bournemouth, Southampton. July 22. Druitt, jun, Bournemouth

Billingham, Selina Sarah, Wolverhampton, Stafford. Aug 10. Whitehouse, Wolverhampton

Brown, James, Millwall, Licensed Victualler. July 30. Hicks, Grove rd, Victoria park

Claridge, William, Lee, Kent, Gent. Sept 1. Bevan and Daniell, Chancery lane

Durnford, Hugh Fraser, Llandillo, Carmarthen, Superintendent of Police. Aug 1. Bishop and Childs, Llandilo

Earl, Frances, New Cross, Kent. Aug 10. Brown, Lincoln's inn fields

Evans, James, Cardiff, Master Mariner. Sept 5. Hippisley, Bristol

Fell, Elizabeth, New Cross, Kent. Aug 21. Peddell, Guildhall chmbrs, Basinghall st

Gilham, Frederick Austen, Canterbury, Cabinet Maker. Aug 19. Plummer and Fielding, Canterbury

Harding, Walter, Primrose st, Bishopsgate st Without, Licensed Victualler. Aug 12. Howard, Bishop's rd, Victoria park

Henshaw, Bryan, Liverpool. Aug 21. Tyrer and Co, Liverpool

Horsfield, Joseph, Haughton, Lancaster, Hat Manufacturer. Aug 14. Smith and Brother, Hyde

Jary, Eldred Robert, Wapping Wall, Shadwell, Public-house Manager. Aug 20. Haynes, Bush lane, Cannon st

Jones, Mary Anne, Llanegwal, Carmarthen. Aug 1. Bishop and Childs, Llandilo

Kinchy, Robert, Chadwell Heath, Essex. Sept 29. Hillearys and Taylor, Fenchurch bldgs

Levy, Moses, Lancaster gate, Esq. Aug 26. Emanuel and Simmonds, Finsbury circus

Petty, William, Welton, Yorkshire, Butcher. Sept 1. Burland and Co, South Cave

Procter, John, Lower Darwen, Lancaster, Bus Proprietor. Aug 5. Costeker, Over Darwen

Rouse, Edward, Twyford, Buckingham, Farmer. Sept 1. Saunders, Chipping Norton

Sales, Francis John, Charlton, Kent, Barge Owner. Aug 30. Sutherland, Woolwich

Sherwin, William, Cotmanhay, near Ilkeston, Derby, Licensed Victualler. Aug 19. Heath, Nottingham

Thompson, William, Clutton, Somerset, Baker. Aug 13. Pearson, Bristol

Vickers, William, Nottingham, Gent. Oct 14. Bright, Nottingham

Wrenstead, Ann. Aug 21. Mills and Co, Brunswick pl, City rd

[*Gazette*, July 14.]

Banner, Samuel, Delamere st, Westbourne sq, Surgeon. Aug 26. Flegg, Hill's pl, Oxford st

Baugh, Thomas, Bewdley, Worcester, Esq. Aug 22. Pallet, Birmingham

Bovill, John Edward, Dorking, Surrey, Corn Merchant. Sept 29. Collyer-Bristow and Co, Bedford row

Browne, Richard Henry, Mavisbank House, near Polton, Midlothian. Aug 22. Paterson and Co, Lincoln's inn fields

Buckley, Victor, Stanhope gardens, South Kensington, Esq. Aug 13. Walters and Co, New sq, Lincoln's inn

Eaton, John, Bath pl, King's Cross, Porter. Aug 13. Fanny Eaton, 5, Bath pl, King's Cross

Garside, Job, Huddersfield, York, Grocer. Sept 1. Craven and Sunderland, Huddersfield

Giffard, Louisa, Clarges st, Piccadilly. Sept 1. Peacock and Goddard, South sq, Gray's inn

Holker, Sir John, Devonshire st, Portland pl, Lord Justice of Appeal. Sept 1. Swinburne and Mills, Bedford row

Knott, James, Hill st, Peckham, Glass Bottle Manufacturer. Aug 18. Chandler, Finsbury pavement

Lane, Thomas Richard, Edgbaston, nr Birmingham, Esq. Aug 10. Cole and Jackson, Essex st, Strand

Levy, Moses, Lancaster gate, Esq. Aug 26. Emanuel and Simmonds, Finsbury circ

LOVING, HENRY, jun, Brighton. Aug 31. Hyde and Co, Ely pl, Holborn
MORGAN, EDMUND, Liverpool, Silk Mercer. Aug 18. Avison and Morton, Liverpool
MOSTYN, Sir PIERS, Talacre, Flint, Bart. Aug 15. Slaughter and Colegrave, Mansfield st, Portland pl
PAICE, ANTHONY JOHN, Market bldgs, Flour Factor. Aug 10. Carr and Co, Rood lane
PAULL, MARY, Westhatch, Somerset. Aug 30. Kite, Taunton
PITT, HONORIA BARBARA JANE, Green st, Grosvenor sq. Oct 1. Randall, South sq, Gray's inn
POST, GEORGE, Ewhurst, Surrey, Builder. Aug 31. Capron and Sparkes, Guildford
SHERWIN, JAMES WILLIAM, Leytonstone, Essex, Gentleman. Aug 14. Smith, Furnival's inn
STIRLAND, ANN, Sheffield. Sept 1. Binney and Co, Sheffield
WADSWORTH, MARTHA, Macclesfield, Chester. Aug 15. Mair and Co, King Edward st.
WEIR, JOHN MAXWELL, Pilham Rectory, Lincoln, Clerk in Holy Orders. Sept 1. Robbs, Gainsborough
WOOD, EDWARD, Dudley, Worcester, Pawnbroker. Sept 20. Sanders and Co, Dudley
WOODNUTT, WALTER WILLIAM, Newport, Isle of Wight, Shipowner. Aug 31. Estcourt, Newport
WREN, CHRISTOPHER, Brighton, Sussex, Auctioneer. Aug 27. Woods and Dempster, Brighton

[*Gazette*, July 18.]

BARRY, JOHN, Bristol, Builder. Sept 20. Burges and Co, Bristol
BENNETT, EDWIN, West Green rd, Tottenham, Gent. Aug 31. Phipps, Farringdon st
BENTINCK, Right Hon. MARGARET HARRIET CAVENDISH SCOTT, Brook st, Grosvenor sq. Aug 31. Baileys and Co, Berners st
BEVAN, CHARLES JAMES, Park st, Southwark, Esq. Sept 1. Bevan and Daniell, Chancery lane
BRADBURY, SARAH, Southport, Lancaster. Sept 1. Chadwick, Dewsbury
BROOKS, ROBERT, St Peter's chmbrs, Cornhill, Esq. Sept 30. Wilde and Co, College hill
CAPLIN, RICHARD, Bognor, Sussex, Builder. Aug 22. Sowton, Chichester
EASTON, WILLIAM ASH, Cawston, Norfolk, Farmer. Aug 10. Forster, Aylsham
GREGORY, HENRY, Westhoughton, Lancaster, Farmer. Sept 1. Ramwell and Co, Bolton
HARRIS, SELINA, Hereford. Sept 19. Humfrys, Hereford
KEELING, JOHN CLOUGH, Darlington, Durham, out of business. Aug 21. Parker and Brailsford, Sheffield
LEWIS, HARRIET, Belsize rd, South Hampstead. Sept 19. Turner, Bedford row
MERCER, ROBERT, Bristol, Gent. Sept 20. Ray and Bush, Bristol
MILLSON, ENOCH, Moorgate st, Diamond Merchant. Aug 31. Billinghurst and Wood, Bucklersbury
MUDD, WILLIAM, Chichester, Surgeon. Aug 23. Sowton, Chichester
PALGRAVE, ROBERT, Upper Hamilton terrace, St John's Wood, Esq. Aug 21. Kearsey and Co, Old Jewry
SCARLETT, RICHARD, Thornbury, Gloucester, Solicitor. Aug 25. Scarlett and Gwynn, Thornbury
TORDIFFE, MARY ELIZABETH, Bath. Sept 1. Dauncy and Co, Wotton-under-Edge
ZOBLE, MARGARET POSTLE, Norwich. Sept 1. Winter and Francis, Norwich

[*Gazette*, July 21.]

ASHFORD, GEORGE, Ipswich, Suffolk, Innkeeper. Sept 1. Westhorp, Ipswich
BARTRAM, Captain WILLIAM, Tonbridge, Kent, Brewer. Sept 30. Stenning, Tonbridge
BOWER, HARRIET, Rock Ferry, Chester. Aug 24. Miller and Co, Liverpool
CHARRINGTON, ISABELLA DIXON, Richmond. Aug 31. Wansey and Bowen, Moorgate st
DOUBLEDAY, EDWARD, Great Ponton, Lincoln, Farmer. Nov 1. Atter, Stamford
GREGORY, HENRY, Westhoughton, Lancaster, Farmer. Sept 1. Ramwell and Co, Bolton
HALL, FRANCES, Scarborough, York. Aug 25. Silvester, Beverley
HARTLEY, THOMAS, Bury, Manager of a Felt Hat Manufactory. Aug 21. Grundy, Bury
HINCHLIFF, THOMAS WOODBINE, Lincoln's inn fields, Barrister-at-Law. Sept 1. Stuart and Tull, Gray's inn sq
INMAN, HENRY, Stretford, Lancaster, Builder. Sept 20. Diggles and Ogden, Manchester
MELLO, WILLIAM, Chadwell, near Ware, Herts, Esq. Sept 1. Stuart and Tull, Gray's inn sq
MILLER, MARIA DOLORES BALBASTRO DE, Monmouth rd, Bayswater. Sept 1. Stuart and Tull, Gray's inn sq
PATRICK, EDWARD, Addington rd, Bow, Licensed Victualler. Aug 24. Nash and Field, Queen st
PORRITT, JOSHUA LEE, Bradford, York, Top Maker. Sept 9. Gardiner and Jeffery, Bradford
PRICE, LEWIS RICHARD, St George's sq, Westminster, Esq. Aug 31. Miller, Savile row, St James's
PRINCE, AUGUSTIN MARK, Leeds, York, Builder. Sept 16. Middleton, Leeds
RUNDLE, WILLIAM HENRY, Devonport, Devon, Chief Engineer Royal Navy. Sept 5. Gard, Devonport
RYLEY, WILLIAM, Haulgh, near Bolton, Lancaster, Gent. Aug 29. Ryley, Bolton
SALMON, WILLIAM MAYER, Northampton. Sept 4. Miller and Co, Salter's Hall ct, Cannon st
WORDEN, JOHN, Warbstow, Cornwall, Yeoman. Sept 29. White and Co, Launceston
WYMAN, SARAH, Peterborough, Northampton. Sept 7. Wyman, Peterborough

[*Gazette*, July 25.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Court of Appeal.	V. C. Bacon.	V. C. Hall.
Monday, July	31	Mr. Pemberton	Mr. Carrington	Mr. Teesdale
Tuesday, Aug.	1	Clowes	Jackson	Ward
Wednesday	2	Pemberton	Carrington	Teesdale
Thursday	3	Clowes	Jackson	Ward
Friday	4	Pemberton	Carrington	Teesdale
Saturday	5	Clowes	Jackson	Ward
		Mr. Justice Fry.	Mr. Justice Kay.	Mr. Justice Chitty.
Monday, July	31	Mr. Farrer	Mr. Merivale	Mr. Koe
Tuesday, Aug.	1	King	Latham	Cobby
Wednesday	2	Farrer	Merivale	Koe
Thursday	3	King	Latham	Cobby
Friday	4	Farrer	Merivale	Koe
Saturday	5	King	Latham	Cobby

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

July 20.—*Bill Read a Second Time.*

PRIVATE BILL.—Derby Corporation.

Bills in Committee.

Consolidated Fund (No. 4); Vagrancy.

Bills Read a Third Time.

PRIVATE BILL.—Sutton-bridge Dock.
Baths and Wash-houses Acts Amendment.

July 21.—*Bills Read a Second Time.*

Beer Dealers' Retail Licenses Act (1880) Amendment; Ancient Monuments.

Bill in Committee.

Copyright (Musical Compositions).

Bills Read a Third Time.

Public Offices Site; Consolidated Fund (No. 4).

July 24.—*Royal Assent.*

The Royal Assent was given by Commission to the following Bills:—Consolidated Fund (No. 4); County Court Amendment (Ireland); Baths and Wash-houses; Inferior Courts Judgments Extension; Public Offices Site; Tramway Orders Confirmation (No. 1); Educational Department Provisional Orders Confirmation (Finchley, &c.); Local Government Board (Ireland); Provisional Order Confirmation (Queenstown Waterworks); Education Department Provisional Order Confirmation (London); Londonderry Port and Harbour; London, Tilbury, and Southend Railway; South London (Elephant and Castle) Market; Gateshead and District Tramways; London Riverside Fish Market; Edinburgh Suburban and Southside Junction Railway; Great Western Railway (No. 2); St. Helen's Corporation Water; Driffield Water; Ascot District Gas; City of Glasgow Bank (Liquidation); Gravesend Railway; Greenock Burgh Extension; Lydd Railway (Extensions); Norwood District Tramways; Metropolitan and District Railways (City Lines and Extensions); Maryport Improvement (Harbour); Plymouth, Devonport, and District Tramways; Kingsbridge and Salcombe Railway; Edinburgh Municipal and Police Extension; Lancashire and Yorkshire Railway; London Street Tramways (Extensions); Southampton Harbour; Todmorden Waterworks; Great Eastern Railway; Belfast Presbyterian College; Cyfarthfa Works and Property.

Bill Read a Second Time.

Friendly Societies (Quinquennial Returns).

Bills in Committee.

Pier and Harbour Provisional Orders; Beer Dealers' Retail Licenses Act (1880) Amendment.

Bills Read a Third Time.

PRIVATE BILLS.—Stourhead Settled Estates; Peckham, Lewisham, and Catford-bridge-road; Didcot, Newbury, and Southampton Junction Railway; East London Railway.

July 25.—*Bills Read a Third Time.*

PRIVATE BILLS.—Solway Junction Railway; Plymouth and Dartmoor Railway; Pier and Harbour Provisional Order; Copyright (Musical Compositions); Beer Dealers' Retail Licenses Act (1880) Amendment; Vagrancy (now Casual Poor); Friendly Societies (Quinquennial Returns).

HOUSE OF COMMONS.

July 20.—*Bills Read a Second Time.*

PRIVATE BILL.—Ionian Bank.
Supreme Court of Judicature Acts Amendment.

July 21.—*Bill in Committee.*

Partnership.

New Bill.

Bill to authorize the commutation of a portion of a pension in pursuance of the Pensions Commutation Act, 1871 (Mr. H. GLADSTONE).

July 22.—*Bill Read a Second Time.*

Reserve Forces Acts Consolidation.

July 24.—*Bills Read a Second Time.*

PRIVATE BILLS.—Maharajah Dhuleep Singh's Estates; Workington Dock and Harbour.

Bill in Committee.

Conveyancing.

New Bill.

Bill to amend the Post Office Acts with respect to the conveyance of parcels (Mr. FAWCETT).

July 25.—*Bill Read a Second Time.*

Government Annuities and Assurance.

Bills Withdrawn.

Imprisonment for Debt; Patents for Inventions; Distress Amendment.

July 26.—*Bills Read a Second Time.*

PRIVATE BILLS.—Essex County Loans; Halifax Corporation; Huddersfield Corporation; Newcastle-upon-Tyne Corporation (Loans, &c.); Rotherham Corporation; Swansea Corporation Loans; Tynemouth Corporation; Wolverhampton Corporation Loans.

LEGAL NEWS.

In the House of Commons, on the 24th inst., Mr. E. Clarke asked the Secretary of State for the Home Department by whose authority and advice there had been for the first time inserted in the commission of gaol delivery for the summer assize the following proviso:—"That whenever any prisoner in our said gaol shall have been committed for trial at any sessions of the peace, within the said county, you shall not deliver the said gaol of such prisoner, but shall order such prisoner to the gaol to take his trial at the quarter sessions to which he is committed;" what was the reason of such a departure from former practice; and whether he was aware that at Maidstone three persons charged with larceny, and committed, two of them upon the 4th of July, and one upon the 1st of July, had been ordered by the judge to be kept in gaol until the Maidstone Borough Quarter Sessions in October next, Mr. Justice Hawkins at the same time protesting against being compelled to make such an order when he was ready to try them, and when the result would probably be that they would remain in gaol awaiting trial for a longer period than they would be sentenced to if found guilty of the offences charged against them. Sir W. Harcourt said: This proviso has always been in the commission of the winter assize. It has been till recently omitted from the commissions of the other assizes, but about a year ago there occurred this scandal and inconvenience—that a number of prisoners had been committed for trial at the sessions, and when the assizes came on, and there was a gaol delivery, the persons prosecuting being only bound over for the sessions did not appear, and seven out of twelve prisoners were discharged without any trial at all. Therefore, it was thought better to make the commission the same both for the winter and the summer assizes. All that should have been done in this case was that the magistrate who committed the prisoners after the quarter session, and before the assizes, should have committed them to the assizes.

SALES OF ENSUING WEEK.

July 31.—Mr. JOHN LEES, at the Mart, at 2 p.m., Freehold Properties (see advertisements, July 8, p. 4).

August 1.—Messrs. BEAN, BURNETT, & ELDRIDGE, at the Mart, Reversion, &c. (see advertisement, this week, p. 4).

August 1.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Freehold Property (see advertisement, July 22, p. 6).

August 2.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2 p.m., Freehold Property (see advertisement, July 22, p. 6).

August 2.—Messrs. PHILIP D. TUCKETT & Co., at the Mart, at 12 noon, Freehold Ground Rents (see advertisements, July 15, p. 2).

August 4.—Messrs. NORTON, TRIST, WATNEY, & Co., at the Mart, at 2 p.m., Freehold Property (see advertisement, July 15, p. 2).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CRANFIELD.—July 22, at St. Ives, Hunts, the wife of Arthur Cranfield, solicitor, of a daughter.

DUNDAS.—July 19, at 14, Athole-crescent, Edinburgh, the wife of George S. Dundas, advocate, of a daughter.

SPEIRS.—July 21, at Portree House, Portree, Isle of Skye, the wife of Peter Alexander Speirs, advocate, of a son.

DEATH.

CUTTS.—July 21, at Little Bardfield Hall, near Braintree, Mr. John Cutts, aged 86.

LONDON GAZETTES.

Bankrupts.

FRIDAY, July 21, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Chetwynd, Sarah Rebekah, Oxford st, carrying on business of an Institution for Trained Nurses. Pet July 18. Murray. Aug 4 at 11

Newton, David, The Parade, West Kensington Park, Furnishing Warehouseman. Pet July 18. Murray. Aug 2 at 12.30

Webb, Richard, Newman st, Oxford st, Manufacturing Jeweller. Pet July 19. Pepys. Aug 2 at 1

Williams, Henry Thomas, St Thomas st, Borough, Builder. Pet July 20. Pepys. Aug 9 at 12

To Surrender in the Country.

Colley, John Leigh, Starcross, Devon, Captain Devonshire Artillery. Pet July 19. Daw. Exeter, Aug 4 at 11

Finch, David, Lavender rd, Enfield, Builder. Pet July 18. Pulley. Edmonton, Aug 3 at 12

Johnston, Dorothy, and James Johnston, Low Colehill, Cumberland, Farmers. Pet July 17. Halton. Carlisle, Aug 3 at 11

Stones, Alfred, Armley, near Leeds, Coal Merchant. Pet July 17. Marshall. Leeds, Aug 9 at 11

TUESDAY, July 25, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Borrett, Charles William, and James Keer Barker, Devonshire st, Bishopsgate st, Hardware Merchants. Murray. Aug 4 at 11.30

Parnell, Richard, Clapham rd. Pet July 20. Pepys. Aug 9 at 12

Stacpoole, Charlotte, Inverness terrace, Bayswater. Pet July 14. Murray. Aug 9 at 12.30

Turner, George, Gracechurch st, Ships' Auditor. Pet July 22. Pepys. Aug 9 at 12.30

To Surrender in the Country.

Allen, W. Faithfull, Queen's Regiment, Aldershot. Pet July 22. White. Guildford, Aug 12 at 11

Hart, James, Sparkbrook, Birmingham, Travelling Draper. Pet July 21. Parry. Birmingham, Aug 11 at 3

Ingram, Daniel, Hirwain, nr Aberdare, Grocer. Pet July 20. Howell. Aberdare, Aug 5 at 11

Julian, John, Sheffield, Cutlery Manufacturer. Pet July 20. Wade. Sheffield, Aug 9 at 1

Linn, Thomas, Durham, Grocer. Pet July 22. Ingledew. Newcastle, Aug 8 at 11

Murch, Joshua Wills, Plymouth, Auctioneer. Pet July 21. Gidley. East Stonehouse, Aug 9 at 12

Small, Edwin, Birchington on Sea, Kent, Schoolmaster. Pet July 21. Furley. Canterbury, Aug 4 at 12

Watson, Edwin T., Kingston upon Hull, Photographer. Pet July 21. Rollit. Kingston upon Hull, Aug 16 at 3

Wilson, Leonard, Park Lodge, Putney. Pet July 18. Willoughby. Wandsworth, Aug 4 at 11

BANKRUPTCIES ANNULLED.

FRIDAY, July 21, 1882.

Pankhurst, Peter, Sheerness, Kent, Shipwright. July 19

TUESDAY, July 25, 1882.

Butler, George Ernest, Pall Mall. July 21

Cavaliero, Victor, Golborne-rd, Notting Hill. July 21

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, July 21, 1882.

Allen, John, Radcliffe, Wine Merchant. Aug 3 at 3 at offices of Horsfield, Church st, Radcliffe

Baskett, Robert Henry, Colchester, Essex, Builder. Aug 1 at 3 at office of Goody, North hill, Colchester

Beaumont, Mark, Wakefield, Thrashing Machine Proprietor. Aug 2 at 4 at offices of Kemp, Barstow sq, Wakefield

Beck, David, Birmingham, Ticket Manufacturer. Aug 3 at 2 at Gt Western Hotel, Colmore row, Birmingham. Fitter

Benjamin, Leonard, Nottingham, Bookseller. Aug 2 at 12 at office of Parsons and Co, Wheeler gate, Nottingham

Bigga, William Henry, Hackney rd, Shoreditch, Tailor. Aug 9 at 3 at office of Mogg, Shoreditch High st. Davis, Liverpool st

Blundell, William, Beckenham, Fishmonger. Aug 9 at 3 at Masons' Hall Tavern, Masons' avenue, Basinghall st. Gregory, Corporation chmbrs, Guildhall

Bolton, George, Duke st, London bridge, Licensed Victualler. Aug 10 at 4 at offices of Wetherfield, Gresham bldgs, Guildhall

Calvert, Preston, Moss Side, nr Manchester, Grocer. Aug 1 at 3 at office of Farrington, Princess st, Manchester

Charman, George, Brighton, Builder. Aug 8 at 12 at offices of Woods and Dempster, Ship st, Brighton

Chetwynd, Sarah Rebecca, Oxford st, Oil Broker. Aug 8 at 3 at office of Van Tromp, Essex st, Strand

Clark, Thomas, Eastbourne, out of business. Aug 3 at 11 at Crown Hotel, Lewes. Rashleigh, Three Crown sq, Southwark

Cooke, Thomas, Bicton Heath, nr Shrewsbury, out of business. Aug 2 at 11 at office of Morris, Swan Hill, Shrewsbury

Coopland, William, Kingston upon Hull, Furniture Dealer. Aug 11 at 3 at office of Martinson, Exchange bldgs, Bowlalley lane, Kingston upon Hull

Crossfield, Elijah, Guiseley, York, Ironfounder. Aug 2 at 3 at office of Brooke, East Parade, Leeds

Davies, James Harries, Milford, Butcher. Aug 8 at 2 at office of James, Hill lane, Haverfordwest

Dawson, Charles, Sheffield, Table Blade Manufacturer. July 28 at 2 at office of Machen, North Church st, Sheffield

Dewhirst, William, Birstal, Worsted Spinner. Aug 3 at 4 at Alexandra Hotel, Horton rd, Bradford. Clough, Cleckheaton

Dooley, Charles, Derby, Corn Merchant. Aug 9 at 2 at office of Leech and Co, St James's chbrs, Derby

Elbourne, David, Chalfont St Peters, Bucks, Baker. Aug 10 at 3 at office of Woodbridge, High st, Uxbridge

Fish, Ralph, Blackburn, Paper Dealer. Aug 4 at 3 at office of Salisbury and Hamer, Church st, Blackburn. Whalley, Blackburn

Fox, Trayton John, Southborough, Kent, Harness Maker. Aug 2 at 11 at office of Mann, Calverley rd, Tunbridge Wells

Francis, John, Llanfihangel-y-traethau, Merioneth, Farmer. Aug 2 at 1 at office of Ellis, Bank pl, Blaenau, Festiniog

Gilbert, Alfred, Pendleton, Lancaster, Contractors. Aug 4 at 2 at office of Marriott, Norfolk st, Manchester

Gilbert, George, Stonebridge bldgs, South Tottenham, Dairy Manager. Aug 1 at 3 at office of Bridger, Botolph lane, Eastcheap

Ginders, Ronald Charles Edward, and Thomas Cartwright, Hanley, Earthenware Manufacturers. July 31 at 11.30 at the Queen's Hotel, Hanley. Coopers, Newcastle

Gledhill, Robert Henry, and John Pym Stevens, Derby, Brewers. Aug 8 at 2 at Bell Hotel, Sadler gate, Derby. Powell, Derby

Greenwood, John Tatam, Louth, Lincoln, Chemist. Aug 4 at 3 at Townhall, Louth. Gray

Grote, Gorham Whitcombe, Newcastle under Lyne, Stafford, Physician. Aug 9 at 11 at office of Hollinshead and Moody, Tunstall

Haxell, Arthur, St Thomas st, Southwark, Auctioneer. Aug 9 at 3 at Guildhall Coffee House, Gresham st. Sole and Co, Aldermanbury

Hayes, Thomas, Maldon, Essex, Wine and Spirit Merchant. Aug 4 at 12 at office of Gole, Lime st, Leadenhall st

Haynes, William, Northampton, Shoe Manufacturer. Aug 3 at 3 at office of Shoosmith, Newland, Northampton

Higgins, Stephen, Leather lane, Holborn, Cheesemonger. Aug 4 at 3 at offices of Aird, Eastcheap

Hine, James, Ludlow, Salop, Builder. Aug 2 at 3 at offices of Morris, Swan Hill, Shrewsbury

Holdom, George Thomas, and Sydney Toms, Playhouse yard, Barbican, Stationers. Aug 9 at 12 at Guildhall Tavern, Gresham st. Leader, St Paul's Churchyard

Holmes, Edwin, Keighley, York, Grocer. Aug 3 at 11 at 12, Piccadilly, Bradford. Terry and Co, Bradford

Howorth, William, Bradford, York, Confectioner. Aug 4 at 11 at offices of Terry and Co, Market st, Bradford

Hutchinson, Robinson, Leeds, Stationer. Aug 1 at 3 at offices of Wells, Cookridge st, Leeds

Jack, Charles, Headingley, York, Surgeon. Aug 1 at 11 at offices of Malcolm, Park row, Leeds

Jackson, Stanway, Manchester, Manufacturer. Aug 4 at 3 at offices of Addleshaw and Warburton, Norfolk st, Manchester

Johnson, Henry, Bristol, Butcher. July 28 at 2 at offices of Paul, Corn st, Bristol

Jobbling, John, Middlesborough, York, Tailor. July 31 at 3 at offices of Lewis, Zetland rd, Middlesborough

Jones, Thomas David, Newchurch, Carmarthen, Farmer. Aug 4 at 10 at offices of Morris, Red st, Carmarthen

Kelsey, William, Hartlepool, Puddler. Aug 2 at 11.30 at office of Smith, Church st, Liverpool

King, Alfred George, Cannon st, Timber Merchant. Aug 11 at 3 at Law Institution, Chancery lane. Thomson and Ward, Bedford row

Knight, John Inchley, Liverpool, Clothier. Aug 4 at 3 at office of Harris and Gorst, Lord st, Liverpool

Martin, Thomas Williams, Tavistock, Devon, Hairdresser. Aug 2 at 11 at office of Square and Co, Bank of England chmbrs, Plymouth

Minard, William, Leicester, Shoe Maker. Aug 10 at 12 at office of Hincks, Bowling Green st, Leicester

Moore, Richard Whitby, Malmesbury, Wilts, Grocer. July 28 at 11 at office of Chubb, Cross Hayes, Malmesbury

Muller, Charles Emile, Erimus Steel Works, nr South Stockton, Durham, Steel Manufacturer. Aug 2 at 2.30 at offices of Belk and Parrington, Post Office chmbrs, Marton rd, Middlesborough

Newbery, Richard Charles, jun., and John Harding Newbery, Helmet row, St Lukes, Cardboard Manufacturers. Aug 10 at 2 at 27, Coleman st. Cotton St Martin's-le-Grand

O'Neill, James, Falcon st, Fancy Stationer. Aug 11 at 4 at office of Wetherfield, Gresham bldgs, Guildhall

Owen, Henry Morris, Bushey Heath, Hertford, of no business. Aug 10 at 3 at Coach and Horses Inn, Bushey Heath. Brown, Basinghall st

Palmer, Frederick, Rushton st, Hoxton, Corn Dealer. July 31 at 4 at office of Wetherfield, Gresham bldgs

Parry, John, and William Hucker, Ferndale, Pontypridd, Glamorgan, Cabinet Makers. Aug 1 at 12 at office of Rosser, Church st, Pontypridd

Passmore, George, St Decumans, Somerset, Shipowner. Aug 8 at 11 at office of Reed and Cook, Paul st, Taunton

Phippen, George, Twerton on Avon, Somerset, Builder. Aug 5 at 12 at office of Titley, Orange grove, Bath

Pickup, John, Waterfoot, Lancaster, Screw Bolt Maker. Aug 8 at 3 at office of Orton, Highfield chbrs, St Ann's passage, Manchester

Pigg, Arthur William, Bawdeswell, Norfolk, Butcher. Aug 12 at 1.30 office of Sadd and Linay, Theatre st, Norwich

Pone, Isaac, Gloucester, Upholsterer. July 29 at 11 at office of Jackson, George st, Gloucester

Powell, John Henry, Ledbury rd, Bayswater, Grocer. Aug 1 at 11 at office of Norman, Great Marlborough st, Regent st

Renaud, Charles Chastel, and Richard Frederick Taplin, Hamsell st, Trimming Manufacturers. Aug 3 at 3 at office of Boyes and Child, Poultry. Morris, Walbrook

Roberts, Charles Edward, Newgate st, Commission Agent. Aug 7 at 2 at office of Stocker, St Mary Axe

Roberts, John, Chester, Builder. Aug 9 at 2.30 at Queen Hotel, General Railway Station, Chester. Bridgman and Co, Chester

Rogers, Charles, Argyle house, High row, Chiswick, Builder. Aug 4 at 12 at Inns of Court Hotel, Lincoln's inn fields. Marshall, King st West, Hammersmith

Rogers, Robert, Watford, Hertford, Railway Inspector. Aug 5 at 3 at the Guildhall Tavern, Gresham st

Rogers, William, Eccles, nr Manchester, Tailor. Aug 4 at 1 at offices of Sherratt, Cooper st, Manchester

Rother, Robert, Priest ct, Foster lane, General Merchant. Aug 8 at 3 at the Guildhall Tavern, Gresham st. Hilbery, Billiter st

Sales, Richard Tonge, Kingston-upon-Hull, Painter. Aug 1 at 3 at the Law Society, Bowlalley lane, Kingston-upon-Hull. Woodhouse, Hull

Sargent, George Joseph, Halstead, Essex, Mineral Water Manufacturer. Aug 2 at 3 at the White Hart Inn, Halstead. Mumford, Sudbury

Serle, William, Bristol, Grocer. Aug 2 at 3 at offices of Brown, Corn st, Bristol

Setterfield, Joseph, Margate, Kent, Wheelwright. July 10 at 3 at offices of Sparkes, Union row, Margate

Smith, Charles, Kingston-upon-Hull, Fish and Ice Merchant. Aug 4 at 3 at offices of Jordeson and Whiteing, County buildings, Kingston-upon-Hull

Smith, William, and William Phillips, Redruth, Cornwall, Boot Manufacturers. July 31 at 3 at offices of Paige and Co, West end, Redruth

Smith, William Frederick, Andover rd, Builder. July 28 at 4 at 202, High Holborn. Staniland, King st, Cheapside

Soars, Edwin Thomas, Loughborough, Leicester, Printer. Aug 8 at 12 at offices of Deane and Hands, Market pl, Loughborough

Soderberg, John, Kennington rd, Tailor. Aug 2 at 3 at office of Fraser, Soho sq

Southgate, Joshua, and Thomas Southgate, Mileham, Norfolk, Farmers. Aug 3 at 12 at Globe Hotel, King's Lynn. Emerson, Norwich

Stubbs, John William, Leek, Stafford, Publican. Aug 1 at 11 at Roebuck Hotel, Leek. Redfern, Leek

Sutton. William, St John st, Clerkenwell, Printer. July 28 at 3 at 5, Bell yd, Doctor's Commons. Weall

Taylor, Thomas, Frodsham Bridge, nr Preston Brook, Chester, Grocer. Aug 4 at 2 at office of Harris and Gorst, Harrington st, Liverpool

Teagle, John, Westbourne rd, Barnsbury, Coal Dealer. Aug 15 at 4 at office of Wetherfield, Gresham bldgs, Guildhall

Tidman, Edward, Cleveland Lodge, Stoke Newington, Civil Engineer. Aug 10 at 3 at Guildhall Tavern, Gresham st. Davidson and Morris, Queen Victoria st

Wade, Robert Brady, Hove, Chemist. Aug 3 at 12 at office of Stuckey and Co, North st, Brighton

Ward, Henry, Leeds, Milk Vendor. Aug 1 at 11 at Law Institute, Albion pl, Leeds. Cross, Bradford

Watson, Thomas, Birmingham, Bedding Manufacturer. Aug 3 at 11 at office of Price and Co, Paradise st, Birmingham

White, Edward Charles, Sheffield, York, Saddler. Aug 4 at 12 at office of Unwin, Queen st, Sheffield

Williams, George, Mold, Flint, Licensed Victualler. Aug 4 at 12 at Albion Hotel, Chester. Roberts, Mold

Williams, John, Llangonoyd, Maesteg, Glamorgan, Beer house Keeper. Aug 7 at 11 at office of Randall, Nolton st, Bridgend

Winter, Alfred, Camberwell rd. July 29 at 12 at High st, Borough, Southwark. Rashleigh, Three Crown sq., High st

Woolven, John, Brighton, Sussex, Butcher. Aug 3 at 3 at office of Lamb and Evett, Ship st, Brighton

Worth, John Charles, Bristol, Grocer. July 26 at 2 at office of Hancock, Quay st, Bristol

Wynne, John, Bertham, Denbigh, Grocer. Aug 16 at 12 at Wynnstay Arms Hotel, Wrexham. Louis and Edwards

TUESDAY, July 25, 1882.

Andrews, Thomas, Brigg, Lincoln, Builder. Aug 8 at 11 at office of Sowter, Bigby st, Brigg

Anthony, John, Devonport, Devon, Grocer. Aug 10 at 11.30 at office of Vaughan, St Aubyn st, Devonport

Atterton, Walter, Jewin st, Fancy Stationer. Aug 10 at 3 at 57, Chancery lane. Gribble and Co, Essex st, Strand

Baynham, Henry, Kington, Hereford, Confectioner. Aug 9 at 11 at High st, Kington. Payter, Kington

Beaumont, Richard, Leeds, Botanical Druggist. Aug 4 at 3 at office of Weston and Postlethwaite, Park row, Leeds

Benjamin, Leonard, Nottingham, Bookseller. Aug 2 at Guildhall Tavern, Gresham st, in lieu of the place originally named

Bennett, Wilson, Bradford, York, Coal Merchant. July 31 at 3 at office of Neill and Broadbent, Kirkgate, Bradford

Bentham, Thomas, jun, Blackrod, Lancaster, Provision Dealer. Aug 4 at 11 at office of Dutton, Acresfield, Bolton

Boulter, Frederick Charles, Aldershot, Hampshire, Veterinary Surgeon in her Majesty's Army. Aug 16 at 2 at office of Arnold, Borough High st, Southwark

Branford, William Bax, Upper Walmer, Kent, Plumber. Aug 9 at 12 at Guildhall Coffee house. Mowll and Mowll, Dover

Brunning, Charles Taylor, Great Yarmouth, Norfolk, Baker. Aug 5 at 3 at offices of Sayer, Hall Quay, Great Yarmouth

Bruorton, John, King's Norton, Worcester, Coal Merchant. Aug 5 at 11 at offices of Green, Colmore row, Birmingham

Burnell, John Thompson, Upper Thames st, Agricultural Implement Maker. Aug 10 at 3 at Cannon st Hotel, Cannon st. Girdlestone, Albany courtyard

Chapman, George Andrew, Sheffield, York, Hotel Proprietor. Aug 4 at 3 at Inns of Court Hotel, High Holborn. Broomhead and Co, Sheffield

Chappell, Henry Alfred, Percival st, Clerkenwell, Bristles Assorter. Aug 8 at 2 at office of Bridger, Botolph lane, Eastcheap

Chorlton, George Hammersley, Hanley, Stafford, Grocer. Aug 1 at 3 at offices of Lawrence, Old Hall st, Hanley

Cohen, Bella, Moorfields, Carpet Bag Manufacturer. Aug 4 at 2 at offices of Sydney, Leadenhall st

Cole, James, Harrowgate, York, Hawker. Aug 7 at 2 at at offices of Gilling, James st, Harrogate

Collier, Ann, Llangeinor, Glamorgan, Grocer. Aug 7 at 3 at offices of Randall, Nolton st, Bridgend

Connah, Charles, St Asaph, Flint, Grocer. Aug 10 at 3 at Queen's Hotel, Chester. Williams, Rhyl

Craddock, George, Redditch, Worcester, Coal Dealer. Aug 9 at 11.30 at office of Byrch and Cox, William st, Redditch

Dando, George, and Simon Dando, West Bromwich, Stafford, Charter Masters. Aug 5 at 11 at office of Shakespeare, Church st, Oldbury

Danks, Tobias, Dudley, Worcester, out of business. Aug 4 at 3 at office of Homfray and Holberton, High st, Brierley hill

Darlaston, Arthur Charles, Birmingham, Grocer. Aug 3 at 10.15 at office of East, Temple st, Birmingham

Davies, Morgan, Llanfillo, Brecon, Farmer. Aug 5 at 2 at office of Bishop, Wheat st, Brecon

Davies, Thomas, Llandefeisant, Carmarthen, Farmer. Aug 4 at 12.30 at office of Bishop and Childs, Carmarthen st, Llandilo

Dines, Reuben, Blyth rd, West Kensington pk, Butcher. Aug 9 at 2 at office of Seale and Smith, Lincoln's inn fields

Dowsett, Henry Thomas, All Saints rd, Westbourne pk, Grocer. Aug 5 at 12 at 200, High Holborn. Peacock and Goddard, South sq, Gray's inn

Dunn, John, Saltburn by the Sea, out of business. Aug 4 at 11 at office of Robson, Linthorpe rd, Middlesborough

Dunn, Samuel John, Usk, Monmouth, Licensed Victualler. Aug 15 at 3 at office of Curtis, Union ct, Old Broad st

Dutton, James, Pembroke, Provision Merchant. July 31 at 30, Broad st, Bristol, in lieu of the place originally named

Dykstra, John, Liverpool, Emigration Agent. Aug 9 at 11 at offices of Collins, Harrington st, Liverpool

Earnshaw, Joseph, Manchester, Timber Merchant. Aug 8 at 11 at offices of Preston and Young, Townhall buildings, King st, Manchester

Edgell, Edward David, Street, Somerset, Grocer. Aug 12 at 3 at offices of Hobbs, Chamberlain st, Wells

Elsworth, Thomas, Luton, Bedford, Water Fitter. Aug 3 at 3 at the Red Lion Hotel, Castle st, Luton. Miller and Co, Chancery lane

Emblin, Henry, Waterloo rd, Lambeth, Tobacconist. Aug 10 at 3 at offices of Crafter and Burton, Blackfriars rd, Southwark

George, John, Kingston-upon-Hull, Smack Owner. Aug 9 at 2 at the Law Society, Lincoln's inn buildings, Bowlalley lane, Kingston-upon-Hull. Read and Winter, Hull

Goodwin, Wilkins, Liverpool, Hemp Merchant. Aug 10 at 3 at offices of Brenner and Co, Westminster chambers, Dale st, Liverpool. Stevenson and Elliott, Manchester

Green, Frederick James, Melton Mowbray, Leicester, Baker. Aug 10 at 3 at offices of Gee and Parr, Norman st, Melton Mowbray

Griffiths, Thomas, Clunbury, Salop, Farmer. Aug 10 at 3 at offices of Newill, Bishop's Castle, Salop

Guest, Joseph, the younger, Walsall, Stafford, Brass and Iron Founder. Aug 4 at 11 at the George Hotel, Walsall. Marlow and Co

Hall, John, Derby, Upholsterer. Aug 10 at 3 at the Bell Hotel, Sadler gate, Derby. Powell, Derby

Hall, William, Bishop Auckland, Corn Dealer. Aug 9 at 11.30 at office of Edgar, Silver st, Bishop Auckland

Harris, John, Halifax, Beerhouse Keeper. Aug 8 at 11 at office of Rhodes, Commercial Bank chbrs, Crown st, Halifax

Harris, John James, Nottingham, Watchmaker. Aug 9 at 4 at office of Barlow, St Peter's Church walk, Nottingham

Hartog, Amy, Surbiton, Lodging house keeper. Aug 10 at 11 at Grecian chbrs, Devereux ct, Temple. Haynes

Hindhaugh, Robert, Newcastle upon Tyne, Ship Store Dealer. Aug 4 at 2 at office of Sewell, Grey st, Newcastle upon Tyne

Hoffman, Octavius William, Balsall Heath, Surgeon. Aug 5 at 11 at office of Taylor, Colmore row, Birmingham

Houghton, Alfred James, Upper st, Islington, Pork Pie Dealer. Aug 3 at 2 at office of Norris, Gray's inn chbrs

Jenkins, Henry, Crewe, Mail Porter. Aug 5 at 3 at office of Pointon, Albert chbrs, Church Side, Crewe

Johnson, George, Nottingham, Builder's Merchant. Aug 8 at 12 at office of Brittle, St Peter's chbrs, St Peter's gate, Nottingham

Johnson, George, Manchester, Restaurant Keeper. Aug 11 at 3 at office of Grundy and Co, Booth st, Manchester

Joseph, Henry, Milton st, Cripplegate, Ostrich Feather Manufacturer. Aug 9 at 12 at office of Baylis and Pearce, Church ct chbrs, Old Jewry

Klapka, Charles Joseph, Spencer st, Clerkenwell, Manufacturer of Leather Goods. Aug 9 at 3 at offices of Goldberg and Langdon, West st

Kneeshaw, Christopher, Low Moor, nr Bradford, Grocer. Aug 7 at 10 at offices of Peel and Co, Chapel lane, Bradford

Lambert, Agnes, Crewe, Chester, Grocer. Aug 3 at 3 at offices of Pointon, Albion chmbrs, Church side, Crewe

Lawry, Alfred, Newquay, Cornwall, Bootmaker. Aug 4 at 11 at offices of Whitefield, St Columb

Lea, Harry, Ellesmere, Salop, Chemist. Aug 4 at 2 at Crewe Arms Hotel, Crewe. Salter and Giles, Ellesmere

Lee, James, sen, Ditton, Lancaster, Contractor. Aug 5 at 11.30 at E, Commerce st, Lord st, Liverpool. Beasley, Widnes

Lutley, Samuel Baker, Exeter, Seed Merchant. Aug 8 at 2.30 at Craven Hotel, Craven st, Strand. Friend, Exeter

Maiden, Henry, Bury, Lancaster, Chemist. Aug 9 at 3 at office of Haslam, Market st, Bury

Mellersh, Henry, Crookham Crondall, Southampton, Farmer. Aug 2 at 2 at offices of Eve, Victoria rd, Aldershot

Mills, James Wythes, Aston-juxta-Birmingham, Lime Merchant. Aug 10 at 12 at office of Brown, Colmore chmbrs, Newhall st, Birmingham

Morris, George, Wolverhampton, Builder. Aug 4 at 11 at Star and Garter Hotel, Wolverhampton. Shakespeare, Oldbury

Morris, Serjeant Witton, Fore st, Edmonton, Chemist. Aug 9 at 3.30 at office of Rumney, Walbrook

Moseley, William, Llanssaintffraid, Montgomery, Licensed Victualler. Aug 8 at 12.30 at office of Pughe, Llanfyllin

Moulson, Marian, Brighton, Sussex, Schoolmistress. Aug 9 at 3 at office of Nye, North st, Brighton

Osborn, John, Clapham pk rd, Timber Merchant. Aug 9 at 2 at Guildhall Tavern, Gresham st. Cayley, Bucklersbury

Patterson, John, Halton-lea-gate, Northumberland, Grocer. Aug 17 at 3 at office of Carrick and Co, Haltwhistle

Peirce, Alfred Edward, New Oxford st, Engineer. Aug 10 at 3 at 41, Maiden lane, Covent garden. Lewin and Co, Southampton st, Strand
Phillips, Arthur Robert, Cheltenham, Gloucester, Dentist. Aug 15 at 11 at office of Winterbotham and Co, Essex pl, Cheltenham
Pottley, John, West Shefford, Berks, Carpenter. Aug 8 at 3 at Queen's Hotel, Newbury. Lucas, Newbury
Pool, James, Bilston, Stafford, Butcher. Aug 16 at 3 at office of Stratton, Queen st, Wolverhampton
Read, Robert, Pontefract, York, Carpenter. Aug 14 at 12 at office of Carter and Atkinson, Cornmarket, Pontefract
Rees, Samuel, Swansea, Glamorgan, out of business. Aug 3 at 2 at office of Richards, Castle sq, Swansea
Rice, William Henry, Northampton, Boot and Shoe Manufacturer. Aug 4 at 11 at Peacock Hotel, Market sq, Northampton. Andrew
Roberts, Thomas Henry, Wrexham, Denbigh, Licensed Victualler. Aug 9 at 12 at office of Pierce, Regent st, Wrexham
Rogers, Henry Redan, and Isaac Baker, Hereford, Confectioners. Aug 5 at 11 at office of Wallis, St Owen st, Hereford
Scrace, Isaac, Goldhawk rd, Shepherd's Bush, Coffee House Proprietor. Aug 17 at 4 at office of Hanson, King st, Cheapside. Wetherfield, King's Arms yard
Smedley, Charles, Manchester, Mantle Maker. Aug 8 at 11 at office of Lawson, Mount st, Manchester
Smith, Charles Pinney, Hudleston rd, Holloway, Clerk. Aug 9 at 2 at office of Dalton and Jessett, St Clements House, Clement's lane, Lombard st
Somerville, Benjamin, Newtown, Montgomery, Provision Dealer. Aug 4 at 3 at office of Quilliam and Carruthers, Elliot st, Liverpool
Spaul, Bartholomew William, Norwich, Marble Mason. July 31 at 12 at office of Stanley, Bank Plain, Norwich
Spencer, Thomas, St Ives, Huntingdon, Currier. Aug 5 at 3 at office of Cranfield, the Quay, St Ives
Spriggs, Henry, Arnesby, Leicester, Cattle Dealer. Aug 9 at 3 at office of Wright, Belvoir st, Leicester
Tattershall, William Edward, Sheffield, Solicitor. Aug 4 at 3 at office of Clegg, Victoria chmbrs, Figtree lane, Sheffield
Thomas, David, Dowlais, Glamorgan, Grocer. Aug 5 at 11 at office of Lewis, Glebeland st, Merthyr Tydfil
Varley, James, Bishop Auckland, Durham, Watchmaker. Aug 11 at 11.30 at offices of Edgar, Silver st, Bishop Auckland
Wharton, Richard George, Hulme, Lancaster, Plasterer. Aug 8 at 3.30 at offices of Whitworth, St James's sq, Manchester
White, Frederick White, Mendina Wharf, Brentford, Barge and Steam Launch Builder. Aug 2 at 11 at 83, Gresham st. Scott, Cornhill
Williams, Henry Griffith, and John Thomas, Liverpool, Builders. Aug 8 at 3 at offices of Morris and Jones, Dale st, Liverpool
Williams, William, Llangefni, Anglesey, Ironmonger. Aug 11 at 12 at Queen Hotel, Chester. Dew, Llangefni
Wood, Benjamin, Liverpool, Stone Merchant. Aug 11 at 3 at offices of Seaman, Seymour st, Liverpool
Wood, John, Crewe, Chester, of no occupation. Aug 9 at 3 at Royal Hotel, Nantwich rd, Crewe. Roberts, Crewe
Zula, Spiridion Stamati, Cullum st, Colonial Broker. Aug 4 at 2 at offices of Stocken and Jupp, Lime st

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